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Current Topics.

Law and Letters.

IT is a common saying that the law is a jealous mistress, ever looking askance at her votaries who seek distinction in other fields. Nevertheless, the number of those who have combined law and literature is very striking, although they may not have been able to achieve equal success in both. Of this we have a notable instance in the case of Sir HENRY NEWBOLT, whose death last week makes a conspicuous gap in the ranks of those who have combined law and letters. Called to the Bar in 1887, he practised for some time on the Chancery side, and a year or two later, on the launching of a new series of reports, known as "The Reports," he joined the staff, and was responsible for those in one of the Chancery courts. "The Reports," however, enjoyed but a brief existence, and are now rarely looked at, save for one case in the House of Lords, which, oddly enough, was missed by the older series, and the new series had thus a monopoly of that decision. Mr.—he was not yet Sir HENRY—NEWBOLT continued in practice for some time longer, but in literature he appeared to find a more congenial atmosphere than in law, and ere long he achieved a resonant success by his little bundle of poems, included in Elkin Mathews' shilling garland, bearing the title "Admirals All," which ran into a multitude of editions and was a favourite even with those whose reading in literature is usually outside the realm of verse. That little collection of poems was followed by others showing the like distinction in phrasing, though not perhaps appealing with equal potency to the patriotic Englishman who loves to have recalled to him in ringing rhymes the prowess of his ancestors.

Easter Law Sittings.

THE figures relating to the matters set down for hearing during the Easter Law Sittings, which began on Tuesday, show a decrease in the number of appeals, both to the Court of Appeal and to the King's Bench Division, and a decrease in Chancery business, combined with a substantial increase in the number of King's Bench actions, compared with the corresponding period last year. The lists for the Court of Appeal show a total of 162 cases, or thirty-nine fewer than last year. There are sixteen appeals from the Chancery Division, including four in bankruptcy, seventy-seven from the King's Bench Division, including eleven from the Revenue Paper, three from the Probate, Divorce and Admiralty Division, all these being Admiralty appeals, and forty-nine from the county courts, including fifteen workmen's compensation cases. In addition to the foregoing 145 final appeals there are seventeen interlocutory appeals. The total for the Divisional Court has fallen by eighteen to eighty-two. There are thirty-seven appeals in the Crown Paper, fourteen in the Civil Paper, eighteen in the Revenue Paper, and eight in the Special Paper. Compared with those for last year, the first and third of these figures represent a decrease of seven and twenty-three respectively, the second and fourth increases of ten and five. The Divisional Court lists also include two appeals under the Unemployment Insurance Act, two under the Housing Acts and one under the National Health Insurance Acts.

Chancery Division.

THE total number of cases in the Chancery Division for the present term is 104, or thirty-five less than for the corresponding term last year. The Adjourned Summonses and Non-Witness List, comprising twenty-nine cases, will be dealt with by LUXMOORE and BENNETT, JJ. Witness List, Part II, will be dealt with by FARWELL and SIMONDS, JJ.; Witness List, Part I, by CROSSMAN and MORTON, JJ. The former contains twenty-six, the latter sixteen actions. LUXMOORE, J., has in addition five assigned petitions, two petitions, two procedure summonses and two further considerations. BENNETT, J., has three petitions, two cases in Witness List, Part I, three Companies Court matters, two short causes and one procedure summons. CROSSMAN, J., has one retained petition, and there are altogether ten retained matters. These bring the total up to the figure already mentioned. There are in addition eighty companies' matters comprising sixty-four petitions, ten motions and six adjourned summonses which will come before CROSSMAN, J., and eight appeals and motions in bankruptcy. The figure total for the King's Bench Division has risen from 665 last year to 1,011. There are 119 special jury and 210 common jury actions. Causes in the Non-Jury Ordinary List number 214, in the Long Non-Jury List 110 and in the Short Non-Jury List 305. There are also thirty-one commercial cases and twenty-two short causes. Eight Admiralty actions have been set down for hearing in the Probate, Divorce and Admiralty Division, and there are 1,035 other causes, compared

with 1,666 last year. The reduced figure for the present term is, however, largely accounted for by the practical elimination of arrears which was effected last term and which was the subject of the statement made by Sir BOYD MERRIMAN, P., and referred to in our last issue. The figure of 1,035 is made up of 676 undefended divorce suits, 310 defended suits, six special jury and forty-three common jury actions.

The Probation Service.

REFERENCE has recently been made in these columns to wide diversities suggested by the Criminal Statistics in the extent to which the probation service is resorted to by the various courts of summary jurisdiction throughout the country—diversities which it would be difficult wholly to account for by local variations in the type of offender brought before the courts. A booklet, "The Probation Service—its Objects and the Organisation," recently issued by the Home Office (H. M. Stationery Office, price 6d. net) should do much to make this service more widely known, to the great advantage of the community. In the course of a preface the Home Secretary gives expression to his hopes for the development of the service with the help of the justices to whom the book is commended. Probation is described as undoubtedly the most effective expedient yet devised for dealing successfully with a large number of offenders who come before the courts and for preventing the growth of serious crime, but it is urged that much remains to be done before the system can be expected to yield its best results. The need of probation officers of the right kind of personality, experience and training is emphasised as well as that of magistrates who will take pains to understand the comparatively simple principles which underlie the organisation of an efficient probation service and who will give the necessary time and trouble which membership of a probation committee or case committee involves. The book deals with the supervision of offenders, the duties of probation officers and the organisation of the service, including the new training scheme to which some reference has already been made in these columns. Particulars concerning the use of lodgings, hostels and homes in connection with the probation service, extracted from various Home Office circulars, are set out in an appendix, while much of the text is based upon recommendations made by the departmental committee on the social services in Courts of Summary Jurisdiction, whose report was published in 1936 and duly noted in these columns. We should have liked further to have indicated the nature of the contents of this booklet, but considerations of space forbid the matter being treated in detail here. Enough will have been said, however, to draw attention to the importance of the publication and it only remains to be stated that the work has been excellently done.

Divorce for Insanity: Doctor and Patient.

SECTION 2 of the Matrimonial Causes Act, 1937, provides that a petition for divorce may be presented to the High Court either by the husband or the wife on the ground that the respondent is incurably of unsound mind and has been continuously under care and treatment for a period of at least five years immediately preceding the presentation of the petition. A person of unsound mind is to be deemed to be under "care and treatment" for the purpose of the foregoing provision while he is being detained under various statutory powers and also while he is receiving treatment as a voluntary patient under the Mental Treatment Act, 1930—"being treatment which follows without any interval a period of such detention as aforesaid"—"and not otherwise" (*ibid.*, s. 3). The Act, it is to be observed, requires the respondent in such cases to be incurably of unsound mind, and also to have been under care and treatment. The position of a doctor in charge of an insane patient when approached for an opinion by a prospective petitioner, and the legal position of the medical man in the event of a patient whom he has stated to be incurably of unsound mind subsequently recovering, have recently been considered by the council of the British Medical Association, and the matter is dealt with in the course of the annual report, which was recently published in the *British Medical Journal*. The council, it is stated, is advised that any opinion expressed by the medical practitioner as to the patient being of unsound mind would not be covered by the protection given under the Mental Treatment Act or the Lunacy Act, that the safest course would be for the practitioner to decline to express any opinion save by the direction of the court, but that he might place his records of the case at the disposal of an independent medical expert nominated by the petitioner.

The Ethical Problem.

As regards what is described as the ethical aspect of the problem, the council considers that the medical man responsible for the care of the patient would not be justified in giving an opinion except at the express direction of the court. In the vast majority of cases the relationship between the doctor in charge and the prospective petitioner can hardly fail to be such that the opinion of which the council is so nervous must inevitably have been expressed or implied before ever proceedings were even contemplated; on the other hand the doctor has also a professional duty to the patient which not infrequently might render a refusal to express any opinion except at the direction of the court quite proper. The council, however, expresses the view (with which we do not agree) that such an attitude would render the Act unworkable, and suggests that the most satisfactory way out of the difficulty would be the introduction of amending legislation, which, by placing the practitioner under a statutory obligation to provide the required information, would protect him both against offending ethically and against the danger of incurring serious legal risks. We question the desirability of such legislation. A petitioner desiring to avail himself of the new provision will, in any case, have to substantiate before the court allegations regarding the incurable insanity of the respondent, and we see no reason why he should be armed with statutory powers to extract from the respondent's medical practitioner prior to the hearing an opinion regarding the respondent's mental condition; nor, in our view, is there any sufficient reason why the practitioner should be relieved of any legal consequences which at present might follow the expression of such an opinion.

The Collecting Charities (Regulation) Bill.

IN a recent issue, our contemporary *The Accountant* draws attention to the fact that the Collecting Charities (Regulation) Bill has now been read the second time in the House of Lords, and, in our view, rightly points to the need of such legislation at the present time. It is recalled that a committee on the supervision of charities was set up more than ten years ago, and that the witnesses who gave evidence before it were almost unanimously in favour of some statutory regulation of house to house collections. A Bill, introduced shortly afterwards, did not, however, pass the House of Commons. Meanwhile, the situation, it is stated, has not improved. Under the new Bill, house to house collections would be illegal except in the case of national charities exempted by the Home Secretary, or where the promoter held a licence from the police in the area where the collection took place. Provision is made for the withholding of such a licence for various reasons, such as excessive remuneration being reserved to the collectors, past failures to keep proper accounts, improper administration, or where a reasonable proportion of the proceeds would not reach the charity. A licence may also be withheld if the information furnished to the police by a promoter is not sufficient for an opinion as to the propriety of the appeal to be formed. Our contemporary suggests that more stringent requirements as to the keeping

and audit of the accounts would be an advantage, while it is thought that a maximum penalty of £5 for a false statement in applying for a licence or for promoting or making a collection in breach of the provisions of the measure might not have a very deterrent effect in view of the profits that might be made. The amounts collected by bogus charity promoters by means of house to house collections is very large, and although it may reasonably be urged that the givers are victims of their own folly, the amount of money diverted from genuine charities must be considerable. It is, therefore, much to be hoped that suitable legislation to cope with the evil will be forthcoming in the near future.

Journalists and the Official Secrets Acts.

A MATTER of considerable interest and importance was raised at the recent delegate meeting of the National Union of Journalists in connection with prosecutions under the Official Secrets Acts, 1911 and 1920, which were alleged to constitute an unjustifiable interference with the freedom of the Press. An emergency resolution, which was carried unanimously, stated that recent cases in which the Act had been applied to journalists who had obtained news on matters in which no question of public security was involved constituted a serious interference of this character and recorded the opinion of the meeting that such prosecutions were contrary to the intentions of Parliament and to specific assurances given to the House of Commons at the time the last Act was passed. This point was elaborated by Mr. H. G. SCHAFFER, who moved the resolution and described it as one of the most important ever brought before the union. He stated that when the Act was before the House of Commons the Attorney-General was questioned regarding the Press and said: "The Act is to deal with spies. I am surprised that anyone should suggest it is going to be used against the Press." The speaker urged that the use of the Act during the past year against two of their members meant that there was sufficient power in the Act, as now interpreted by the courts, to put the union out of business and to stop journalists in their legitimate business of gathering news. In the course of his presidential address Mr. F. P. DICKINSON described the recent practice of the police of invoking the Official Secrets Act in prosecutions of journalists alleged to have obtained information wrongfully as one of the threats to the freedom of the Press, and (according to the report in *The Times* before us) he went on to say that, although it was clear that when the Act was passed it was not intended to be used in this way, the Court of Appeal during the previous week upheld, on a legal technicality, the conviction of one of the union members by the Stockport magistrates. The reference appears to be the decision of a Divisional Court mentioned in these columns two weeks ago. However that may be, the expression "legal technicality" can only be regarded as unfortunate. If—and we are far from admitting that such is the case—prosecutions of the kind in question are undesirable, the remedy is in the hands of the legislature and not of the judiciary. This, indeed, is recognised in the resolution previously referred to which placed on record that it was a tradition of honour of the profession of journalism not to disclose sources of information and instructed the National Executive Council to take all possible steps to secure an amendment to the Official Secrets Act which would adequately protect the interests of the members of the union.

Old Age Pensions and the Blind.

ATTENTION should be drawn to the fact that under s. 1 of the Blind Persons Act, 1938, which came into operation on 1st April, the age which a blind person must have attained in order to be entitled to receive an old age pension under the Old Age Pensions Act, 1936, is forty years instead of fifty as hitherto. The matter is dealt with in a circular (No. 1689) which was recently sent by the Ministry of Health to local pensions committees and sub-committees in England and Wales, and which indicates that the statutory condition as to residence will be fulfilled, in the case of any person who is a natural-born British subject, by his having since attaining the age of twenty years been resident in the United Kingdom for an aggregate period of not less than twelve years. In all other respects, it is stated, the award of old age pensions to blind persons will continue to be governed by the provisions of the Old Age Pensions Act, 1936, and of the relative regulations. It is thought that a considerable number of claims will be made by persons between the ages of forty and fifty, and the circular indicates that in the investigation of such claims by the pension officer and in the subsequent determination of claims by the pension committee or sub-committee concerned, the practice and procedure to be followed will be that already in operation in connection with claims to pensions for blind persons.

Public Health Act, 1936: Building Bye-laws.

BRIEF attention should be drawn to the circular (No. 1688) which has recently been sent by the Ministry of Health to borough, urban and rural district councils on the subject of building bye-laws. An earlier circular (No. 1640) dated 12th July, 1937, explained how the position had been altered by the Public Health Act, 1936. The contents of this circular were duly indicated in these columns (81 SOL. J. 598), and it is unnecessary to repeat the information here. The new circular refers to certain misapprehensions which appear to have arisen and urges that, having regard to the large number of local authorities whose proposals for bye-laws will have to be considered by the Minister of Health in the comparatively short period before 31st July, 1939, it is of the utmost importance that draft proposals should be sent to him at the earliest possible moment. It is stated that the new model series of building bye-laws (H.M. Stationery Office, price 1s. 6d. net) should be used for the purpose, and that in view of the care taken in the preparation of the model and of the consultations in connection therewith that have been held with the various interests concerned the Minister would find it difficult to agree to departures from the model clauses unless there are special local circumstances which would fully justify such a course. Proposals for amendment of the model should therefore be supported by reasons for any desired alteration. It is recalled that the new model replaces the previous three series (urban, rural and intermediate), and that in any area where the circumstances do not call for the adoption of the whole of the model series, the bye-laws that are needed should be selected from it. The circular concludes with the request that councils which have not yet forwarded their proposals for new bye-laws shall take the matter into their immediate consideration.

Recent Decisions.

IN *Daniel* v. *Rickett, Cockerell & Co., Ltd., and Another* (p. 353 of this issue), HILBERY, J., held that the plaintiff was entitled to damages in respect of personal injuries sustained as a result of falling in a hole in the pavement made by the removal of a cellar flap, both against the coal merchants, whose carman removed it without providing any warning to pedestrians, and against the householder at whose instance it was removed (*Pickard* v. *Smith*, 10 C.B. (N.S.) 470), and the learned judge apportioned the sum of £800 damages, as to one-tenth against the householder and the remainder against the company.

In *Miller* v. *Amalgamated Engineering Union* (*The Times*, 28th April), MORTON, J., held that the defendant union was an unlawful association at common law and that the proceedings before the court could not be maintained apart from the Trade Union Act, 1871. The learned judge accordingly dismissed an action brought by the son and administrator of a former member of the union who claimed that the union was bound to pay him arrears of superannuation owing to the deceased and sought other relief.

An Agreement to "Push" Goods.

VERY often two distinct transactions are embodied in an agency agreement. First, there is the act of the principal in conferring on the agent authority to do acts on his behalf, or constituting him a "selling agent" in the less strict sense, which means that he is to have the right to purchase the goods of the principal for re-sale. On the other hand, frequently this additional factor is present, that the agent binds himself, for the principal's benefit, to make use of the powers given to him in some particular way. That is, he enters into a contract for the execution of personal services.

On this latter aspect of agency, authorities are few. It is easy to see that where a person acts for more than one principal, or in respect of kinds of goods competing with one another, difficult questions may arise as to when the contract has been broken.

The decision, therefore, of the Judicial Committee of the Privy Council in *B. Davis, Ltd.* v. *Tooth & Co., Ltd.* (1937), 4 All E.R. 118; 81 SOL. J. 881, is welcome, and may be said to break new ground. This is on a point of construction in a particular document, but is applicable to other agreements framed in a similar way. The plaintiffs (B. Davis, Ltd.) had given the defendants the sole agency of certain brands of whisky in New South Wales. In return, the defendants, who were brewers, undertook to "devote the principal part of their energies so far as Scotch whisky is concerned by means of themselves, their travellers and others pushing the sale of" the brands concerned. A subsidiary clause provided that the defendant company were not to accept the agency of or any interests in other brands of Scotch whisky, except that they were at liberty to dispose of existing stocks or to supply in response to orders. The action was for breach of the main obligation and raised a number of issues on the facts, but the only question of importance is the construction of this expression. In the words of Lord Roche (at p. 124): "The plaintiff company's contention was that the defendant company undertook to push the sale of Watson's whiskies, and to devote the principal part of its energies to this end, that is to say, the powers possessed by the defendant company were to be actively exercised to this end. The contention of the defendant company was that, so long as the defendant company did more for Watson's whiskies than it did for all other brands combined, the contract was performed. It was added to this contention that it might be a term proper to be implied in the contract that the defendants would carry on its business in Scotch whisky as before, with such modifications as might be reasonable in the circumstances."

The Judicial Committee came to the conclusion that the first construction was correct. "In their view, the obligation was to push, that is to say, vigorously to promote sales of Watson's whiskies or, in other words, to do the best that the defendant company could do to sell as much as could be sold. The only limit to the obligation was quantitative and not qualitative. Instead of an obligation to use all its energies in pushing the sale of Watson's whiskies, the defendant company was to devote the principal part of its energies to that end, reserving out of them enough to do that which it was allowed to do" by the subsidiary clause. Applying this to the particular circumstances of the firm which undertook the agency, the defendant company "was obliged to use its organisation, with its staff, its tied and its managed houses, for the purpose of actively encouraging, and, so far as possible, effecting, sales of Watson's whiskies in bottle and in bulk." The plausible argument that the contract did not compel any particular degree of effort, but was confined to giving the plaintiff company the chief proportion of what exertions it chose to put forth, was overruled.

It follows that a commercial firm desiring to appoint a sole selling agent and desiring him, in return for that privilege, to devote special energy to the matter, may safely employ the words used in this case, as no doubt the ruling will be followed by the English courts. It would, nevertheless, be a better measure to insist on a definite minimum quantity being taken over a period, if the agent will consent.

Company Law and Practice.

Meetings of Debenture-Holders.

THE conditions endorsed on a debenture now almost universally provide for the variation or modification of the rights of the holders of the debentures of that series if the holders of three-fourths in value of the debentures outstanding so determine. In order that expression may be given to the wishes of the debenture-holders, it is generally necessary to hold meetings, though in cases where their numbers are small it may not be necessary. Where there is a trust deed for securing an issue, provisions are included in the deed for meetings of the debenture-holders and detailed regulations are generally to be found in a schedule to the deed. These should include directions dealing with the convening of the meeting, quorum, chairman, voting, adjournment, minutes, costs of the meeting, powers, notices, etc. It is usual to provide that the trustees may attend meetings and in many cases one of the trustees is the person primarily intended to take the chair, but trustees should not be allowed to vote or to be counted in estimating the quorum present unless they are actually debenture-holders.

There are a number of cases in the reports which deal with meetings of this kind, and I propose to notice one or two of them in order to show how the powers conferred on the majority of holders of debentures of one series must be exercised. The majority can bind the minority, but, as in all cases where such powers are conferred, it must be careful to observe all formalities made requisite by the instrument conferring the power. The power must be exercised *bonâ fide* and the court will interfere to prevent unfairness or oppression in the same way as it will interfere to prevent a fraud on a minority body of shareholders. Subject, however, to this, a debenture-holder is entitled to vote as he pleases in accordance with any personal inclinations to secure particular advantages for himself. The case of *Goodfellow* v. *Nelson Line* (*Liverpool*), *Ltd.* [1912] 2 Ch. 324, will be a sufficient illustration of the attitude of the court to schemes which involve the preferment of one interest to the detriment of another. The company in that case had issued 4½ per cent. debentures guaranteed as to a part of the issue by a company which had itself taken a very large proportion of the debentures which were covered by its guarantee. The rest of the issue was guaranteed by another company which was in voluntary liquidation, and the two guarantor companies were joint trustees of a trust deed securing the debentures. This trust deed contained usual provisions enabling a majority of the debenture-holders to bind the minority. The guarantor company which was in liquidation desired to retire from the trust, and accordingly a scheme was prepared and submitted to the debenture-holders, whereby it was proposed to substitute 5 per cent. non-guaranteed for the 4½ per cent. guaranteed debentures. The remaining guarantor company, now released from its guarantee, was to continue to receive certain payments which had originally been provided for by the trust deed in consideration for its guarantee of a part of the issue. Without this provision the guarantor company would not have supported the scheme. A meeting was held, the guarantor company voted in favour of the scheme and the scheme was adopted. Without the vote of the guarantor company the scheme would not have been adopted. A debenture-holder thereupon impeached the resolution on the ground that the continuance of the payments to be made to the guarantor company was in the nature of a bribe

to induce the guarantor company to use its vote as a debenture-holder in support of the scheme. The preferential treatment of the guarantor company had not in any way been concealed, and it was held that it was not a bribe, that the guarantor company was entitled to vote in the way that it did, and that the resolution which had been passed was valid and binding on all the debenture-holders. Parker, J., in the course of his judgment, dealt with the point about bribery in these words: "A secret bargain by one debenture-holder for special treatment might be considered as corrupt and in the nature of bribery, but, in my opinion, there can be no question of bribery where a scheme openly provides for the separate treatment of persons with special interests. . . . I think, however, that, where there are diverse interests, and none the less when those diverse interests are specially provided for, the court ought to consider carefully the fairness of any scheme by which a majority of debenture-holders seeks to bind a minority." The learned judge came to the conclusion that the scheme was not unfair on the minority "except in so far as it may be said to be unfair that a majority should have any power at all to bind a minority."

One of the powers which is most usually conferred on a majority of debenture-holders is the power to sanction any modification or compromise of their rights. The word "compromise" in this context has been discussed in two cases: *Sneath* v. *Valley Gold, Ltd.* [1893] 1 Ch. 477, and *Mercantile Investment and General Trust Company v. International Company of Mexico, ibid.* 484 (note). The result of these two cases can be shortly stated. Where there is a power to compromise and a purported exercise of such a power, it is necessary first to show that there was some dispute or other difficulty in which the debenture-holders were involved. Otherwise there is nothing to compromise and a power to compromise *simpliciter* will not have come into operation. In the second of the two cases referred to above the rights of the debenture-holders were undisputed, but a resolution was passed by a majority approving a scheme to effect an exchange of debentures in return for shares. In the circumstances it was held that the dissentient debenture-holders were not bound by the resolution. Lindley, L.J., in his judgment, said this: "Powers given to majorities to bind minorities are always liable to abuse; and, whilst full effect ought to be given to them in cases clearly falling within them, ambiguities of language ought not to be taken advantage of to strengthen them and make them applicable to cases not included in those which they were apparently intended to meet. . . . The power to release the mortgaged premises does not include a power to release the . . . company. The power to modify the rights of the debenture-holders against the company does not include a power to relinquish all their rights. A power to compromise their rights presupposes some dispute about them or difficulties in enforcing them, and does not include a power to exchange their debentures for shares in another company, where there is no such dispute or difficulty. It is a mistake to suppose that a power to compromise a claim for money becomes a power to accept less than twenty shillings in the pound, if the debt is undisputed and the debtor can pay. A power to compromise does not include a power to make presents." The judgment of Fry, L.J., also contains some interesting passages to the same effect, but I do not propose to quote them here as they add nothing to the passage already quoted from the judgment of Lindley, L.J. The nature of the dispute or difficulty referred to by that learned judge is further elucidated by him in his judgment in the other of the two cases referred to above, namely, *Sneath* v. *Valley Gold, Ltd.* "It is true," he says, "there there is no pending litigation, but that is not necessary; all that is required is a difficulty which cannot be got over without some arrangement." There the difficulty was that the rights of the debenture-holders were to take proceedings against the property comprised in their securities, substantially the whole of which was about to be forfeited in default of the payment of a large sum of money. The debenture-holders were not willing to pay the money but had agreed to an arrangement whereby a new company should be formed and would make the payment and the debenture-holders should surrender their debentures in return for shares in this new company. This scheme was held to be a compromise of their rights which a majority of the debenture-holders had power to sanction. Another example of difficulties which suffice to bring into operation a power to compromise is to be found in the case of *Mercantile Investment and General Trust Company* v. *River Plate Trust, Loan and Agency Company* [1894] 1 Ch. 578. The facts in that case are complicated and I shall content myself by referring to it those of my readers whose interest in this topic requires further satisfaction. For reasons of space I pass on to another point.

The last point which I want to consider in this article deals with voting. It is usual to provide in a trust deed that upon a poll every debenture-holder shall have one vote for every £1 (or other sum) of principal money secured by the debentures held by him. A provision similar to this one was to be found in the trust deed which was under consideration in the case of *In re The Kent Collieries, Ltd.*, 23 T.L.R. 407 and (C.A.) 559. One of the holders of the debentures of the series secured by that deed was a bank to which the company had issued debentures of the nominal value of £55,000 as security for an overdraft of £25,000. At a meeting of the debenture-holders the bank voted in respect of the face value of its debentures regardless of the fact that a smaller sum only was owed to it by the company. It was held by Parker, J., and by the Court of Appeal, that the bank was entitled to do so. On a show of hands a debenture-holder will normally have only one vote, the value of his holding not being taken into account until a poll comes to be taken.

A Conveyancer's Diary.

Further Cases Reported or Decided during the Hilary Sittings.

FOLLOWING my Diary for last week, I propose shortly to remind the reader of other cases reported in the Law Reports and some decided but not so reported during the Hilary Sittings.

Re Bridgen: Chaytor v. *Edwin* [1938] 1 Ch. 205; 81 SOL. J. 922, was a case upon the construction of a will.

A testatrix who died in 1930 left a will dated in the same year, which was in the following terms: "In case of my immediate decease, I wish Ethel Hilda Harding to take possession of all my possessions to be held in trust after my death and divided equally amongst all my relations."

The testatrix, who was a spinster, left her surviving several children of deceased sisters and a grandchild of one of such sisters.

The question was what meaning was to be attached to the expression "all my relations."

The rule of construction before 1926 was that "relations" used in a will was to be construed as meaning the persons who under the Statute of Distributions would have been entitled to the personal estate if the testator had died intestate.

Clauson, J., held that the word "relations" must be construed as meaning persons who would have been entitled under the A.E.A., 1925, if the testatrix had died intestate. His lordship, after referring to the alteration in the law as to distribution of the estates of intestates effected by the A.E.A., 1925, whereby the class of persons to take was curtailed, said: "The effect of the alteration is that whereas previously the court would have to find the persons entitled under the Statute of Distributions, it is now obliged to find the class of persons indicated as beneficiaries under the A.E.A., 1925. It has been suggested, however, that as the rule adopted before the change in the law is one of convenience only, the court can now adopt another rule of convenience and can

define the word 'relations' by reference not necessarily to those who would actually take under that Act in case of an intestacy, but to that limited class of persons now recognised by the legislature as potential beneficiaries. But the rule of convenience has been adopted that 'relations' should be construed as meaning those who took under the Statute of Distributions. The change in the law, while it has substituted a new class in certain respects, should not be taken as altering the rule beyond strict necessity. I cannot adopt the new rule that the term 'relations' is to be construed as referring to the persons within the degrees of consanguinity indicated in the Act as constituting them possible beneficiaries in case of intestacy."

Musson v. *Van Diemen's Land Company* [1938] 1 Ch. 253; 82 SOL. J. 35, was a case where the plaintiff sought relief from the forfeiture of moneys by the defendants on the ground that such retention was in the nature of a penalty.

By an agreement in writing dated 2nd November, 1927, the plaintiff agreed to purchase from the defendants land in Tasmania for the sum of £321,000, the money to be paid by instalments as therein set forth and on the dates therein stated. Time was made of the essence of the contract. By cl. 12 it was agreed that if the plaintiff made default in paying any of the instalments the defendants could rescind the contract and that thereupon all moneys paid by the purchaser should be absolutely forfeited to the defendants. It was also a term of the contract that on payment of instalments up to a certain amount the defendants would convey to the plaintiff two named blocks of land part of the land agreed to be sold. In May, 1930, the defendants conveyed to the plaintiff the two blocks of land, the value of which was taken to be £90,300. The plaintiff had then paid to the defendants sums amounting to £139,500, leaving a difference of £40,200.

Subsequently the plaintiff got into financial difficulties and failed to pay an instalment of £37,500 falling due on 2nd May, 1931, and by letter dated 4th May, 1931, the defendants gave him notice, pursuant to cl. 12, that they rescinded the contract. The plaintiff afterwards demanded repayment of the £40,200, which was refused.

Farwell, J., held that the retention by the defendants of the £40,200 was not in the nature of a penalty, and that in view of the terms of cl. 12 of the contract it was not unconscionable on the part of the defendants to retain that sum.

It certainly seems a hard case, but Farwell, J., said: "It is no ground for relieving a person from a contract which he himself has made to say that he has, through no fault of the defendants, found himself in difficulties, or that it may turn out to be not a good bargain from his point of view. Considerations of that sort are wholly irrelevant. The mere fact that the plaintiff finds himself in difficulties is in itself no ground for invoking the assistance of equity . . . He must have known when he entered into the contract in the beginning that if he found himself for any reason in the unfortunate position that he was in in 1931, he was going to lose the money that he had already paid."

Re Nicholson's Settlement: *Molony* v. *Nicholson* [1938] W.N. 8; 82 SOL. J. 36, was a rather curious case upon the fraudulent exercise of powers of appointment.

The facts were that under a settlement a woman was given a power to appoint that a certain proportion of the income of the settled funds should be paid to any husband who might survive her, during his life. The donee of the power lived for many years with friends in America, and in 1933 was upwards of eighty years of age. It appeared from the evidence that the donee was desirous of making some provision for the friends with whom she was living and she approached those entitled to the capital of the trust funds after her death with a request that they would release a part of the capital upon her releasing her power of appointment. The parties refused to accede to that request so the lady married and made an appointment in favour of her husband during his life. The donee of the power continued to live with her friends as before, the husband residing at a place some distance away.

The summons was issued for the determination of the question whether or not the appointment was a fraud on the power.

There was no evidence of any arrangement that the husband would benefit the donee's friends after her death.

Farwell, J., held that the appointment was not a fraud on the power. His lordship said that "where there is only one object of the power it is impossible to establish a fraud, unless there is evidence of some arrangement or bargain between the appointor and the appointee, not necessarily a legal bargain but some arrangement under which the appointee was to give effect to the purpose of the appointor to benefit some one other than himself."

Landlord and Tenant Notebook.

"Business Connected with Leases" and the Scale Fees.

THE General Order made in pursuance of the Solicitors' Remuneration Act, 1881, provided that the remuneration of a solicitor having the conduct of the business, "in respect of" business "connected with" leases and agreements for leases of the kinds mentioned in Pt. II of Sched. I of the Order, should be as therein prescribed. Part II in question contains two scales. Both are called scales of charges "as to" leases, etc., and both, when they come to details, use the words "for preparing, settling, and completing lease and counterpart," and "perusing draft and completing."

Two sets of cases have determined the scope of these provisions when questions have arisen (*a*) whether they covered "negotiations," and (*b*) whether they applied when only one, some or part of the services mentioned in the phrases last cited had been performed.

In *Re Emanuel & Simmonds* (1886), 33 Ch. D. 40, C.A., Lindley, L.J., said: "I think there is a little obscurity about these rules and schedules"; in *Savery* v. *Enfield Local Board* [1893] A.C. 218, Lord Herschell, L.C., observed: "It cannot be said that these rules or the terms of the schedule are as happily expressed as one can conceive possible. They are so drawn as no doubt to give rise to a good deal of argument, and to create a certain amount of difficulty in their construction."

For these reasons the object of the provisions and the policy of the legislation under which they were made has frequently been referred to when it has been necessary to remove such obscurity and difficulty. Thus, Chitty, J., trying *Re Field* (1885), 29 Ch. D. 608, C.A., at first instance, observed: "the scale of charge was intended to fix in a more or less rough manner the remuneration of solicitors . . . Solicitors take these matters for better for worse. There is, as I have often heard the late Master of the Rolls observe, a kind of give and take in these matters. They get more in one case and less in another, and for this reason in settling the scale some sort of rough and ready rule . . . was laid down." Lord Halsbury, in *Savery* v. *Enfield Local Board*, *supra*, said that it was manifest that the meaning of the Solicitors' Remuneration Act, 1881, was to correct the real or alleged "tendency among lawyers generally to increase the number of documents and the length of the documents"; Lord Shand in his speech in the same case said that a leading purpose of the Act was to avoid having a great many detailed entries or charges and to supersede them by a lump charge which would cover many matters of detail. (In my copy the charge is called a "slump" charge, and no reference is made to the passage in the *Errata*, but I assume that "lump" was intended.)

It is on these lines that the question of remuneration for "negotiations" has been settled. In *Re Field*, *supra*, a solicitor prepared a document setting forth the "heads of terms of lease," which were finally agreed to. The last of the terms provided that the tenant should pay the reasonable costs and expenses of the landlords in relation to the negotiations and the lease. When the lease had been executed the solicitor sent in his bill charging both for the negotiations and for "preparing, settling and completing" the lease and counterpart. As Cotton, L.J., said, if one looked at the Schedule alone, the argument was forcible. But it was necessary to look at the Rules, with their references to "the solicitor having the conduct of the business," which was "business connected with a lease," which included, in his lordship's judgment, negotiations preparatory to the granting of a lease.

This authority was applied in *Re Emanuel & Simmonds*, *supra*, in which the tenant of some City property agreed to take a new lease at the expiration of the current one, but stipulated that the landlord should effect certain repairs and that the lessee's obligations should be suspended until this was done. This arrangement was set out in a separate clause in the agreement drawn up by the lessor's solicitors, who sent in a bill charging for its preparation in separate items. It was unsuccessfully argued that more than mere negotiations had been conducted; that a separate piece of conveyancing had been done, whereas in *Re Field* the "heads of agreement" never amounted to an enforceable contract. The court agreed that at first sight the clause dealing with the repairs to be effected by the landlord looked rather like a collateral agreement, but it was essentially a term in an agreement for a lease. What is of potential importance is that Cotton, L.J., pointed out that "it must depend on the circumstances of each case whether an agreement is collateral or not."

Then, in *Savery* v. *Enfield Local Board*, *supra*, the last-mentioned decision was approved and the matter taken a little further. Trustees under a will had been willing to grant a lease of part of the land vested in them for the purpose of constructing a reservoir, but, their powers being limited to the granting of building leases an agreement for a lease was made which provided that the lease should be completed only if, on an application to the court being made, it was determined that the intending lessors had the necessary power. The lease was sanctioned, subject to a covenant to restore, and the bill sent in charged separately for negotiations. The case differed from *Re Field* in that a formal agreement was made, from *Re Emanuel & Simmonds* in that the agreement contained a condition precedent. However, it was held that the scale fee covered "all the transactions ordinarily covered by the execution of a lease resulting from the negotiations leading up to that execution, and not merely for the preparation and settling" of the lease.

In the meantime it had been held, in *Re Martin* (*A Lunatic*) (1889), 41 Ch. D. 381, C.A., that a solicitor who, acting for the owner of a vacant house, negotiates with several people and finally lets to one of them, is entitled to charge in respect of the abortive negotiations with the others.

The last-mentioned decision can be supported by referring to the wording of the schedule, which, by fixing the remuneration for preparing, etc., lease and counterpart, by reference to "the" rent, can hardly apply to work done in negotiating with anyone never a party to a lease.

But, in view of the possibilities suggested by the statement of Cotton, L.J., made in *Re Emanuel & Simmonds*, cited above, and by such expressions as "connected with" and "as to," it is surprising that no case has been reported showing us the position of the boundary-line between "negotiations" and "collateral agreements."

The other point, whether the scale fees apply when a solicitor has not done all the work mentioned in the schedule, is reminiscent of the "New 'Walking Possession' Case," discussed and reported in our issue of the 26th March last (Vol. 82, pp. 248, 256). In *Re Hickley* v, *Steward* (1885), 54 L.J., Ch. 608, a lease was granted in accordance with the terms of a building agreement, the latter containing, in a schedule, all the terms of the lease, the only uncontemplated modification being the joining of mortgagees; it was held that, apart from the fact that the scale covered the agreement and the lease, the practitioner had not earned a second fee. This was applied in *Wellby* v. *Still* [1895] 1 Ch. 524, described as an important case by Kekewich, J., and the modern developments in the matter of flats has made it more important. The defendants in that case, acting for a builder, had acted for a builder to whom 154 leases had been granted, all on printed forms with "blanks" filled in. They claimed to be entitled to the scale fee on each for "perusing draft and completing." The learned judge said: "The whole of the work consisted really in their perusing the draft lease. No solicitor could seriously contend that he ought to be paid the scale charges for merely perusing a printed form. . . . Where there has been settled once for all a form of lease intended to be followed, and the mind of the solicitor is devoted, in the first instance, to settling that form (for which therefore he ought to be paid), and where the subsequent settlement of a lease in that form, consisting partly of printed and partly of written matter, is a mere matter of detail and not requiring the exercise of knowledge, skill and industry, then the solicitor is not entitled to the scale charges."

From which it appears that the "for better for worse" and "give and take" and "more in one case and less in another" principles spoken of by Chitty, J., in *Re Field*, must not be too liberally interpreted, as they refer only to variations in the volume of work covered by the words "preparing," etc., which specify it.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF QUARRY OWNERS.

In *Beresford* v. *Stone*, recently heard at Alfreton County Court, the claim was for £100 as damages for trespass and for conversion of 1,500 tons of stone. The plaintiff's case was that he had quarried a piece of land (of which he was the owner) from 1923 to 1932, when work was given up and recommenced on another site. The defendant worked a neighbouring quarry, and, in 1934, it was found that he had encroached on the plaintiff's land, where he had worked a face 28 feet high. The stone removed amounted to 37,000 or 38,000 cubic feet, for which the plaintiff had rendered bills for £25 and £65, i.e., in respect of loss of profits at 1s. 4d. to 1s. 6d. a ton. Three witnesses (including a surveyor) gave evidence for the plaintiff, and six witnesses and a surveyor gave evidence in support of the defendant's denial of any encroachment. His Honour Judge Longson gave judgment for the plaintiff, for the amount claimed, with costs on Scale C.

THE CONTRACTS OF MIDWIVES.

In *Tyrell* v. *Watson*, recently heard at Tewkesbury County Court, the claim was for £7 16s. as damages for breach of contract. The plaintiff's case was that on the 19th August, 1937, she interviewed the defendant and his wife, whose confinement was expected between the 24th and 30th October. It was arranged that the plaintiff should take the case at the usual fee of a certified midwife, viz., £3 3s. a week, with board and lodging. The contract was to last two weeks after the birth of the child. On the 2nd November the confinement was overdue, and the plaintiff attended at the defendant's house, in order to make final arrangements. On the 8th November, however, the plaintiff was informed by telephone that the child had been born, and that the district

nurse had been called in. The plaintiff's offer to attend and take up the case was refused. The defendant's case was that, when his wife was taken ill on the 8th November, he did not recognise it as labour pains. He therefore did not ring up the plaintiff, and, when the situation was realised, it was too late to fetch the plaintiff by car from Gloucester. In the emergency the district nurse was called in, and the plaintiff showed such resentment (on being informed of this) that the defendant considered he had better make other arrangements. His Honour Judge Kennedy, K.C., held that the plaintiff had unreasonably formed the conclusion that her services had been dispensed with, thereby giving the impression to the defendant that he must obtain assistance elsewhere. Judgment was given for the defendant, with costs.

Land and Estate Topics.

By J. A. Moran.

Auctioneers always expect a little relaxation at Easter, and as they have much to say in the matter, it is not surprising that the hammer has been very quiet this month. This, however, is not likely to last for long, as dates of sales continue to be fixed, and there is good reason to anticipate a busy Spring season. Urban house property, shops, and building sites will be much in evidence; and so will the large rural residential estates that are generally kept back for the period of the year when they are likely to appear at their best.

Those auctioneers who attempted to carry on as usual did not meet with much success. What was described, in the catalogue, as a "Sussex Gem," was put up to auction at the London Mart, and withdrawn; there was no bid.

Knaresborough magistrates have decided that an unfurnished cottage, containing only a table, is liable for rates. For the defendant, in the case concerned, it was maintained that the property, which contained five rooms, was, for all practical purposes, empty; the sole article of furniture was used for table tennis by the owner on very rare occasions. For the rating authority, it was contended that there was beneficial occupation as the property was retained by the owner for his own use.

The Bethesda Urban Council appear to be in difficulties about a plot of 17 acres of land which Lord Penrhyn gave to the council three years ago, for use as a playing field. The recipients have just come to the conclusion that the present is too expensive to maintain; they wish to return it to the donor, but before doing so they must have the consent of the Minister of Health.

Much is to be said in favour of those property owners who are crying out against the rating of dug-outs built by them, at their own expense, in their back gardens. The law, as it stands, is dead against this; and protests alone are of no avail. The provision of a private shelter, in times like these, adds considerably to the value of a private property, and the rating authority is bound to take this into consideration when compiling its figures.

All the prizes awarded in the examinations of the Land Agents' Society were gained by the College of Estate Management. My congratulations to Mr. Adkin and his assistants.

What is all this hubbub about Temple Bar? It found a home at Theobald's Park which was put up to auction recently. In "Bleak House" Dickens described the structure as a "leaden-headed, old obstruction, appropriate ornament for a leaden-headed corporation."

I know some auctioneers who are brief and businesslike in the rostrum, but once they get on their legs at a dinner they do not know when to stop. Still, they are not as bad as the Scottish parson I have in mind. He was preaching against drunkenness when the sand in the pulpit hour-glass ran out a second time. "Friends and brethren," said he, "I still have much to say on this sin of drunkenness. Therefore, we will have another glass . . . !"

The cottage once occupied by Anne Hathaway, near Stratford-on-Avon, is now safe from the danger of being obscured by new housing schemes. Mr. and Mrs. Evans, of Shottery, have agreed to transfer 17 acres of land surrounding the property to the Shakespeare's Birth-place Trust, on condition that it shall remain free from building for all time.

The Housing (Rural Workers) Bill presented by the Minister of Health extends and amends until 1942 provisions in the Acts of 1926 and 1931 for financial assistance towards the reconstruction and improvement of existing houses and buildings. Power is given to pay lump sum grants by instalments and for increased assistance for abatement of overcrowding.

Reviews.

Palmer's Company Precedents. Part I, General Forms. Fifteenth Edition, 1938. By Alfred F. Topham, LL.M., Bencher of Lincoln's Inn, one of His Majesty's Counsel, and A. M. R. Topham, B.A., of Lincoln's Inn, Barrister-at-Law. Royal 8vo. pp. clvi and (with Index) 1632. London: Stevens & Sons, Ltd. £3 15s. net.

A new edition of "Palmer's Company Precedents" is an event which the company practitioner must welcome, for this work occupies a place by itself among precedent books, and is quite indispensable for the lawyer who has much company drafting to do. This volume is, perhaps, of particular importance, in that it represents the first edition which it has been possible to edit in the light of some years' experience of the working of the Companies Act, 1929.

The editors deserve the thanks of the profession for the way in which they have sustained the heavy burden which the editing of such a book entails, and the new volume can be confidently recommended to the practitioner. The work and its index are not entirely above criticism, albeit of a minor character, and it is to be hoped in subsequent editions such small defects as are now apparent will be remedied. Thus the preface tells us that further comments on the provisions of the Act as to redeemable preference shares will be found in this edition, and no doubt this is an accurate statement, and the comments are doubtless invaluable. As, however, in the index under the headings "redeemable," "preference" and "shares" the only references take one to the relevant section of the Act which is printed without comment, the present reviewer, in the absence of leisure to peruse every one of the 1,270 pages of text, is unable to deal with these comments.

A chapter such as Chap. X, which deals with cases like *Re Carl Hirth; Re Slobodinsky; Re Goldburg;* and *Re David & Adlard*, should surely include a reference at least to the earlier of the two cases in *Re Simms*, namely, that reported in [1930] 2 Ch. at p. 22; which is an important case for consideration when the question of whether a transfer by an individual of his assets to a company is an act of bankruptcy.

The reference to *A.-G.* v. *Jameson*, on p. 845, should be reinforced by reference to the cases of *Commissioners of Inland Revenue* v. *Crossman* [1937] A.C. 26, and *Commissioners of Inland Revenue* v. *Mann, ibid.*, where the *Jameson Case* is the subject of frequent reference and comment, and is expressly approved by the House of Lords.

Chapter XI, dealing with employees' benefits, can hardly be regarded as complete without some reference to the provisions of s. 32 of the Finance Act, 1921, as amended, which deals with (*inter alia*) the question of allowing contributions made by an employer to a superannuation fund as expenses for income tax purposes; this book, it is true, is not a work on income tax, but these provisions and the regulations made thereunder, require consideration by a person preparing to draft a scheme, just as much as those of the Superannuation and other Trust Funds (Validation) Act, 1927.

To-day and Yesterday.

LEGAL CALENDAR.

25 APRIL.—On the 25th April, 1865, Constance Kent, a young lady of good family, confessed at Bow Street to the murder of her baby step-brother.

26 APRIL.—Whatever the deficiency of his moral sense, Dr. Thomas Smethurst did not lack assurance or resource to carry him unscathed through a remarkable criminal experience. Briefly, he captivated a lady of mature age, possessed of £1,800, and not only persuaded her to marry him bigamously, his wife being yet alive, but also procured a will in his favour. A very short while after she died in such circumstances that Smethurst was, with the full approval of Chief Baron Pollock, convicted of her murder. Medical technicalities, however, created doubts as to the conclusiveness of the proof and he was pardoned, though he afterwards received a year's imprisonment for the bigamy. Released, he set about propounding the will, the case being heard before the Probate Court on the 26th April, 1862. The verdict was in his favour.

27 APRIL.—"If the frailty of your nature and your appetite for ill-gotten wealth rendered you unequal to the resistance of this temptation, your rank and situation in life and your respect for the comfort of your family should have induced you to pause before you permitted their feelings to be tortured by the disgrace and shame in which such a transaction must immediately involve you." Thus on the 27th April, 1809, Grose, J., addressed Alexander Davison, a fraudulent army contractor, convicted in the King's Bench of cheating the Government of over £18,000. He was given twenty-one months' imprisonment.

28 APRIL.—On the 28th April, 1697, Mr. Justice Rokeby recorded in his diary: "This last Lent circuit, I went with Mr. Justice Nevile the Western circuit and we had an extraordinary circuit for good weather and good ways, such as we have scarce ever known at this time of the year. We had very great gaols in most places and full business on the *nisi prius* side having many very long causes, occasioned in part by the having only one single judge in the Lent circuit before and in the greatest part of the summer circuit."

29 APRIL.—On the 29th April, 1679, four judges were summarily dismissed—Wilde, J., of the King's Bench; Bertie, J., of the Common Pleas; and Bramston and Thurland, BB., of the Exchequer. A few days before all had been concerned in the trial of Nathaniel Reading, indicted on the evidence of the infamous Bedloes, and Burnet, writing of Wilde, conjectures that he "was turned out for his plain freedom in telling Bedlow, one of the witnesses of the Popish plot, that 'he was a perjured man and ought to come no more into court, but go home and repent.'"

30 APRIL.—"The xxx day of Aprelle [1563] was cared to burying from Sant Margett in Lothbere unto Sant Donstones in Whest, Master Cholmley the Recorder [of London] and there was a C mornars in blake, and the sward-bayrer, and my Lord Mare and divers althermen . . . and Sant Donstones Cherche hangyd with blake and armes, and raylles mad for the body, and so to Nuwgat, and so up Flett Strett to Sant Donstones, furst ii porters in blake . . . then serten mornars, and one bayrynge ys baner of armes, and then ii haroldes of armes . . . and then cam the corse with a pall of blake velvett."

1 MAY.—When the Middlesex magistrates refused to renew the licence of the "Turk's Head," in the Haymarket, on the 1st May, 1838, one of the chief grounds of their decision was an eccentric frolic of the Marquis of Waterford there. He had ordered the landlord to give away a butt of sherry at the house, the qualification required of the recipients being that they should be women of abandoned character. The result, of course, had been a complete riot, which it had required the police to quell.

THE WEEK'S PERSONALITY.

"I, Constance Emilie Kent, alone and unaided, on the night of the 29th June, 1860, murdered at Road-hill-house, Wiltshire, one Francis Saville Kent. Before the deed was done, no one knew of my intention, nor afterwards of my guilt. No one assisted me in the crime nor in the evasion of discovery." This confession made before Sir Thomas Henry, the chief magistrate at Bow Street, by a tall slender girl of twenty-one, solved a five year old mystery which had horrified England. One night, the infant son of a Wiltshire gentleman had vanished from its cot. The body was found in a cesspool with a deep stab in the breast, and the head almost severed from the body. Under the shadow of suspicion that fell on every member of the household, Constance, the child's sixteen year old step-sister was the most self-possessed. She was a girl of resolution and character who three years before had run away from the strict authority of her father, in boy's clothes, with her red hair cut short. The root of the tragedy may well have lain in the almost inevitable friction between children of a first and second marriage. Her confession was brought about by a religious conversion. She was sentenced to death, but reprieved and spent twenty years in prison. There is little doubt that to-day she would have been held insane.

MAN ALIVE.

At the St. Pancras coroner's court recently, a man, supposed to have been the subject of an inquest two weeks earlier, successfully asserted his identity, wresting his name from the corpse. Such opportune reappearances occur from time to time, but one of the oddest happened in Ireland while Sir Andrew Porter was Master of the Rolls. That dignified judge was one day dealing with the construction of a particularly complicated will, and in the course of his judgment had just uttered the words: "I am perfectly certain that in these circumstances the testator intended the farm to go to his nephew James," when he was interrupted by a voice from the back of the court. "Indeed, he did not, my lord," said the voice. "Bring that man forward," commanded the judge, and the interrupter was produced. "Who are you, sir?" demanded Porter. "Please, my lord, I'm the testator, and never intended James to have the farm." And so, indeed, it proved. Many years before he had gone to Australia, and at last all trace of him having been lost, he had been presumed dead and the relatives had set about disputing over his property.

IN PRAISE OF SCOTS.

When the freedom of the City of Edinburgh was conferred on Lord Macmillan recently he had much to say in praise of Scotland and the Scots. In particular, he recalled an occasion when with two other Scottish judges, Lord Dunedin and Lord Thankerton, he sat in the Judicial Committee of the Privy Council, a Caledonian triumvirate thus exercising jurisdiction over an Empire of 400,000,000 souls. It is, indeed, a long time since the English had a monopoly of the courts that sit in London. I think it was the first Lord Russell of Killowen who remarked: "You English are a tolerant people; your highest Court of Appeal consists of a Scotsman, two Irishmen and a Jew." The noble and learned lords so referred to were Lord Herschell, L.C., Lord Watson, Lord Macnaghten and Lord Morris. Certainly, since Edward Bruce crossed the Border with James I to become Lord Kinloss and Master of the Rolls, a steady procession of distinguished Scots has passed across our legal stage. Amongst them Lord Mansfield, Lord Loughborough, Lord Erskine and Lord Campbell have left names which are household words.

Notes of Cases.

House of Lords.

Rhokana Corporation, Limited *v.* Inland Revenue Commissioners.

Lord Atkin, Lord Thankerton, Lord Russell of Killowen, Lord Macmillan and Lord Maugham. 15th March, 1938.

REVENUE — INCOME TAX — DEBENTURE — INTEREST PAYABLE AT OPTION IN STERLING OR FOREIGN CURRENCY AT SPECIFIED RATE OF EXCHANGE—DEPRECIATION OF STERLING—OPTION EXERCISED TO RECEIVE PAYMENT IN FOREIGN COUNTRY—LARGER SUM RECEIVED ON CONVERSION OF FOREIGN CURRENCY INTO STERLING—ADDITIONAL ASSESSMENT IN RESPECT OF INCREASE—VALIDITY—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), GENERAL RULES APPLICABLE TO ALL SCHEDULES, r. 21.

Appeal from a decision of the Court of Appeal (81 SOL. J. 216), reversing a decision of Lawrence, J. (80 SOL. J. 738) setting aside a decision of the Commissioners for the Special Purposes of the Income Tax Acts, which confirmed an additional assessment to income tax made on the appellant company.

By virtue of an option contained in debentures issued by the appellant company, principal and interest were payable in sterling in London, in dollars in New York, or Dutch florins in Amsterdam. The interest was subject to income tax under Sched. D to the Income Tax Act, 1918. In September, 1931, England went off the gold standard, and holders accordingly found it more profitable to exercise their dollar option. For payment of the interest due in December, 1931, the greater proportion of the warrants were presented and paid in dollars in New York at the contract rate of $4.86 to the £ sterling. The warrants were for the net amount due shown in sterling, but with a clause setting out the dollar and guilder option. As the actual rate of exchange at that time was $3.39 to the £ sterling, the payments made, when converted back into sterling, represented a considerably larger sum in sterling than appeared in the sterling sum set out on the face of the warrants. The first assessment made on the company was based on that sum. The assessment under appeal was an additional assessment made on the company in a sum representing the difference between the actual value in sterling of the currency payments and the total sterling amounts shown on the warrants.

LORD ATKIN said that it was admitted that r. 21 of the General Rules applicable to All Schedules to the Act of 1918 applied in this case. The question was how that rule affected this payment. The company said that they had deducted from the sterling amount of interest the amount of income tax calculated in sterling at the appropriate rate, and had accounted for that sum. Income tax, they said, was a tax assessed in sterling at so many shillings and pence in the pound. The Commissioners contended that the company were in fact paying dollars to the debenture-holders who elected to be paid in dollars, and that the value in sterling of the dollars in fact paid should be taken, and that the company should in the first place deduct from the dollars they paid an amount in dollars which represented the ratio which the tax in sterling bore to the amount payable in sterling, and should account to the Commissioners for income tax on the value in sterling of the dollars paid under the option at the rate of exchange of the date when the warrant was cashed, that was, when the dollars were received. Under r. 21, the charge must obviously be in sterling, and assumed, therefore, that the payment and the tax deducted was in sterling, and it seemed to apply those terms to a payment and deduction of tax in a foreign currency. It was said, however, that the sterling amounts could be calculated by reference to the rate of foreign exchange. If that were taken at the exchange of the day when the order for payment was given, he could understand the obligation to account "forthwith" being said to be performed. But if the rate of exchange were to be taken as on the various days when each interest warrant was cashed, the machinery seemed to him to break down. He could not think that the rule imposed on the company the obligation to render a separate account for each interest warrant as and when paid, or that the commissioners were intended to make a series of assessments and charges for each such account. There was no provision at all for provisional and final assessments, and he thought it plain from the nature of the case that the intention of the rule was that there should be one accounting "forthwith," which, in the case of warrants in a foreign currency, which had to reach the foreign bank, and had six months in which to run, was, in a business sense, impossible. The contract was to pay to the holder the balance that remained after deducting from the sterling sum the amount of the income tax calculated on that sterling sum, and it was the balance only which the holder at his option could claim payment of in the foreign currency. If any of the debenture-holders, by receiving dollars, had obtained in money's worth more than the value of the sterling sum deducted, they would be assessable with the extra value if the authorities were in a position to assess them. The appeal should be allowed.

LORD RUSSELL OF KILLOWEN delivered a dissenting judgment.

COUNSEL: *A. M. Latter*, K.C., and *Andrewes-Uthwatt*, for the company; *the Attorney-General* (*Sir Donald Somervell*, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *Holmes, Son & Pott; The Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Dennehy *v.* Bellamy.

Greer, Slesser and Clauson, L.JJ.
23rd March, 1938.

INSURANCE—INSURED WORKMAN—ACTION AGAINST COMPANY EMPLOYING HIM — LIQUIDATION OF COMPANY — ACTION AGAINST EMPLOYERS' INSURERS FOR AMOUNT AWARDED —ARBITRATION CLAUSE IN POLICY—NO AWARD MADE—ACTION STAYED—ARBITRATION ACT, 1934 (24 & 25 Geo. 5, c. 14), s. 3.

Appeal from a decision of Wrottesley, J.

A workman employed by a company suffered damages in an accident in respect of which, in an action brought against his employers, he was awarded £2,400 damages. The company having gone into liquidation, he was unable to recover this sum from them, and accordingly brought an action against the underwriters who insured them, relying on the Third Parties (Rights Against Insurers) Act, 1930. By a clause in the insurance policy in the *Scott* v. *Avery*, 5 H.L. 811, form, the underwriters were only to be liable to indemnify the company in such sum as was found due by an arbitrator. The company had commenced arbitration proceedings against the underwriters, but no award had been made. On the application of the defendants, Wrottesley, J., stayed the action on the ground that it could not succeed by reason of the form of the arbitration clause.

GREER, L.J., dismissing the plaintiff's appeal, said that the court would not interfere with the judge's discretion unless they came to the conclusion either that he had exercised his discretion on some wrong principle of law, or that the order produced injustice (*Evans* v. *Bartlam* [1937] A.C. 437). Here there was not a mere promise to indemnify, but a promise to indemnify by paying the sum which should be found due by an arbitrator. This was not a question of procedure, but of liability under the contract. The plaintiff was not in a position to prove that the condition precedent

to liability had been performed. It was entirely within the judge's discretion whether he would exercise the powers given him by the Arbitration Act, 1934, s. 3 (4).

COUNSEL: *Fyfe*, K.C. and *Nyholm-Shawcross*; *Samuels*, K.C., and *Edgedale*.

SOLICITORS: *William Daybell*; *W. C. Crocker*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Howard *v.* S. W. Farmer & Son Limited.

Greene, M.R., Scott and MacKinnon, L.JJ.
30th March, 1938.

NEGLIGENCE—BUILDING OPERATIONS—CONTRACTORS AND SUB-CONTRACTORS ENGAGED—UNCOMPLETED STAIRCASE IN HANDS OF SUB-CONTRACTORS—USE BY WORKMAN NOT EMPLOYED BY THEM—INJURY THROUGH MISSING TREAD—LIABILITY.

Appeal from a decision of Greaves-Lord, J.

The second defendants were contractors engaged in the construction of a building. The first defendants were sub-contractors engaged in constructing an outside fire escape staircase. The plaintiff was a workman employed by other sub-contractors. On the relevant date the construction had reached the second floor. The section of the outside staircase was complete from the first to the second floors, save for handrail and bannisters. The section from the ground floor to the first floor was incomplete, and one of the treads had not yet been put in. For the use of the workmen engaged on the construction there was a ladder from the ground floor to the second floor. There had also been a ladder to the first floor, but at the material time it had been removed. The only means of descent from the first floor, apart from the incomplete section of the staircase, was to ascend the complete section to the second floor and descend by the ladder, or to get on to that ladder from the first floor across a gap of about 2½ feet. The plaintiff, having occasion to go to the first floor, went there by the incomplete staircase, but in descending by the same way sustained injuries by falling through the place where the tread was missing. Greaves-Lord, J., awarded him damages against both the first and the second defendants. The defendants appealed.

GREENE, M.R., allowing the appeal, said that the sub-contractors at the time were putting up the staircase, which was unfinished, and the other workmen on the job had no right to use it. As to the duty of the sub-contractors towards workmen, who, without their consent, went on a part of the work for which they were responsible, they were under no duty to warn such persons. The staircase was not ostensibly fit for use and altered so as to make it dangerous in a way not noticeable by the ordinary reasonable person. *Kimber* v. *Gas Light and Coke Co.* [1918] 1 K.B. 438 did not apply. The fact that the staircase was incomplete did not amount to a trap to a workman who used it without lawful authority. It had been further argued that the contractors must be treated as having invited or licensed the plaintiff to use the staircase (1) because it was their duty to provide reasonable and safe means of access to the first floor, (2) because it was not reasonable to expect a workman wishing to descend from that floor to mount to the second floor or to swing over a gap to a ladder, and (3) because, having omitted to provide reasonable and safe means of access, they must be taken impliedly to have licensed or invited the workman to use the incomplete staircase. Such a licence could not be inferred. They had no right to give such a licence till the staircase had been handed over by the sub-contractors, and it could not be inferred from the mere fact of the removal of the ladder to the first floor. But even assuming such a licence, it would be a licence to use a staircase in course of construction and obviously incomplete, and the licensee would be bound to use an appropriate degree of care. The degree of care expected of a person using a complete staircase in a finished house was different from that expected of a person using a construction of this kind. The plaintiff was not entitled to assume that all the treads were there, and had he exercised the care expected of him the accident would not have happened.

SCOTT and MACKINNON, L.JJ., agreed.

COUNSEL: *Samuels*, K.C., and *F. Denny*; *H. Edmunds*; *Beresford*, K.C., and *H. Fuller*.

SOLICITORS: *Dennes & Co.*; *Blount, Petre & Co.*; *Scott Duckers & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

In re a Debtor (No. 21 of 1937).

Luxmoore and Morton, JJ. 11th April, 1938.

BANKRUPTCY—JUDGMENT AGAINST MARRIED WOMAN—DEBT INCURRED PARTLY BEFORE AND PARTLY AFTER LAW REFORM (MARRIED WOMEN AND TORTFEASORS) ACT, 1935—SUM DUE EXCEEDING £50—RECEIVING ORDER—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), s. 2—LAW REFORM (MARRIED WOMEN AND TORTFEASORS) ACT, 1935 (25 & 26 Geo. 5, c. 30), s. 4 (1).

Appeal from Guildford County Court.

In 1935 and 1936, the debtor, a married woman, bought furs from the creditor to the value of £77 5s., all the transactions save one purchase to the value of £5 5s. taking place after the 2nd August, 1935, when the Law Reform (Married Women and Tortfeasors) Act, 1935, came into force. This Act made married women subject to the bankruptcy laws, so that judgments and orders could be enforced against them in all respects as if they were single. Payments amounting to £4 had been made when the creditor initiated county court proceedings to recover the balance, and on the 11th February, 1937, he obtained a judgment for £73 5s. and £5 13s. 6d. costs, in accordance with Form No. 138 of the County Court Forms, 1936, the judgment being in form applicable to the case where the whole sum recovered was due in respect of a debt incurred after the 2nd August, 1935, and having no regard to the fact that part of the debt was incurred before that date. The judgment ordered payment by quarterly instalments of £10, but, nothing having been paid, the creditor issued a bankruptcy notice on the 27th October, 1937. The debtor having neither complied with it nor disputed its validity, a bankruptcy petition was presented on the 9th December, 1937. On the 10th February, 1938, the Registrar dismissed the petition on the ground that the judgment on which it was based was obtained in respect of a contract with a married woman for goods part of which were supplied before the 2nd August, 1935.

Luxmoore, J., allowing the creditor's appeal, said that the total amount of the debts incurred after the Act came into force exceeded £50. His lordship referred to s. 4 (1) (*c*), and said that the question was whether the issue of a bankruptcy notice in respect of a judgment, part of which was for a debt incurred by a married woman before the 2nd August, 1935, was an enforcing of that debt in bankruptcy. His lordship then referred to the Bankruptcy Act, 1914, s. 2, and said that the questions arose (*a*) whether the court could look behind the judgment to ascertain the amount actually due from the debtor under it, and (*b*) if so, whether, having ascertained that that sum exceeded £50, the court could make a receiving order. His lordship referred to *In re a Debtor* [1917] 2 K.B. 60; *In re Victoria* [1894] 2 Q.B. 387; *In re Fraser* [1892] 2 Q.B. 633; and *Ex parte Lennox* 16 Q.B.D. 613, and said that part of the judgment could not be enforced in bankruptcy proceedings, but if that part were eliminated a sum exceeding £50 remained due. If an order were made in bankruptcy, the trustee would be bound under s. 4 (1) (*c*) of the 1935 Act to refuse to admit to proof such part of the judgment as related to the debt incurred before the 2nd August, 1935.

COUNSEL: *V. Aronson*; *G. F. Kingham*.

SOLICITORS: *W. A. G. Davidson & Co.*; *Trigg, Turner & Co.*, of Guildford.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Heywood's Conveyance; Cheshire Lines Committee *v.* Liverpool Corporation.

Simonds, J. 25th March, 1938.

COVENANT—SALE OF LAND—PURCHASE BY BODY WITH STATUTORY POWERS—COVENANT RESTRICTIVE OF USER—WHETHER ENFORCEABLE BY VENDOR'S SUCCESSOR IN TITLE.

Under the Cheshire Lines Act, 1874, the Cheshire Lines Committee were empowered to enter on, take and use certain specified lands for the purpose of works authorised by the Act or other purposes of their railway undertaking. The works authorised were specifically described. Some of the lands specified formed a small part of the estate of one J.H., who owned considerable property in the neighbourhood. In 1876 he conveyed it to the committee. The conveyance contained a covenant with him, his heirs and assigns, that the committee, their successors and assigns, would at all times thereafter observe and perform certain stipulations and conditions. These were that no engine works or sheds, locomotive works or sheds, fitting sheds or any buildings for the purpose of manufacture or business, other than goods or passenger stations or signal boxes or sidings in connection with the railway or stations, should be erected on any lands belonging to or to be acquired by the committee from J.H., his heirs and assigns, without their consent. Among the uses included in the stipulation were some of the purposes for which the Act had authorised the acquisition of the land. The Act contained no provision specifically protecting the owners of the land affected by it. The vendor died in 1877 possessed of a considerable estate, substantially the whole of which had now passed into the ownership of the Liverpool Corporation by several different purchases and under several different titles. The land conveyed in 1876, not having been used for railway purposes, the plaintiffs now wished to sell it to purchasers intending to erect a public-house on it and sought a declaration that it was not affected by the restrictions in the conveyance.

SIMONDS, J., said that the land was land with regard to which the legislature had given the committee statutory powers, which they could not sell because they could not rid themselves of their statutory birthright, to enter upon it for all the purposes which the legislature had prescribed (*Birkdale District Electric Supply Co. Ltd.* v. *Southport Corporation* [1926] A.C. 355). The stipulation would amount to a substantial restriction of those statutory purposes. This could not be done (*Ayr Harbour Trustees* v. *Oswald*, 8 App. Cas., at p. 634). This was a contract not to use the land for certain purposes which the legislature had authorised, and was accordingly void and unenforceable. His lordship further held on the facts of the case, which he considered, that the land for the benefit of which the covenant was intended to be imposed was not so defined as to be easily ascertainable and, accordingly, that the Liverpool Corporation could not enforce it (*Zetland* v. *Driver*, 82 SOL. J. 293).

COUNSEL: *Radcliffe*, K.C., and *Wilfrid Hunt*; *Glover*, K.C., and *Blease*.

SOLICITORS: *Slaughter & May*; *F. Venn & Co.*, for *W. H. Baines*, Town Clerk, Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Coleridge-Taylor *v.* Novello & Co. Ltd.

Morton, J. 1st April, 1938.

COPYRIGHT—ASSIGNMENT—PERIOD LIMITED BY STATUTE—"PASSING" AND "COMMENCEMENT" OF ACT—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), ss. 5 (2), 24 (1), (3).

After certain correspondence in 1910 between the composer and first owner of the copyright in a musical work and the defendant company, relating to the proposed assignment of the copyright, a memorandum of agreement was executed in March, 1912. By the agreement, in consideration of a royalty to be paid by the company to him so long as the copyright should last, he assigned to them all his copyright and right of publication and performance in the work and all his other rights and interests in it at law or in equity to hold to the company for their absolute property. He died in September, 1912, letters of administration being granted to his widow in October, 1912. In 1930 she assigned to herself and her son and daughter the copyright of and in her husband's works and all rights in respect of them so far as then vested in her as legal personal representative, and all future rights which might arise either under existing statutes or by law relating to copyright or under any future statutes, together with all manuscripts, subject nevertheless to and with the benefit of such contracts, licences and agreements as might have been entered into by him or by his widow as legal personal representative, to hold unto herself, her son and her daughter as tenants in common in equal shares absolutely. The Copyright Act, 1911, was passed in December 1911 (i.e., before the composer's assignment to the company), but came into force in July, 1912 (i.e., after that assignment). In 1937 the widow, her son and daughter, commenced an action claiming a declaration that they were entitled to the copyright in the musical work in question from the termination of a period of twenty-five years from the composer's death free from any right or interest of the company. They relied on s. 5 (2) of the Act, which provided that where the author of a work was the first owner of the copyright therein, no assignment of the copyright made by him "after the passing of this Act," should vest in the assignee any rights with respect to the copyright beyond twenty-five years from the author's death, and that the reversionary interest in the copyright should vest in his legal personal representatives, any disposition by him of the reversionary interest being null and void.

MORTON, J., said that "copyright" in the Copyright Act 1911, was sometimes used as referring to those rights previously in existence under the Literary Copyright Act, 1842. In the proviso to s. 5 (2) of the 1911 Act the words "after the passing of this Act" should not be read as "after the commencement of this Act" (*Ex parte Rashleigh*; *In re Dalzell*, 2 Ch.D. 9; *R.* v. *Smith* [1910] 1 K.B. 17). "Passing" bore its ordinary meaning, and copyright in the proviso included both copyright under the 1911 Act and also rights existing before the passing of that Act. The effect of s. 24 (1), (3) was not to sweep away the provisions of s. 5 (2). The explanation of any apparent inconsistency was that s. 24 (3) was dealing with the transition period. Had the sections been irreconcilable, his lordship would have been disposed to apply the principle stated in Maxwell's "Interpretation of Statutes," 8th ed., p. 156, and laid down in *Pretty* v. *Solly*, 26 Beav. 606. As to the effect of the correspondence between the composer and the company, it was that the parties intended that there should be a formal assignment of the copyright to the company, and he did execute a formal assignment. The court could not go behind that assignment to ascertain what the negotiations were, and whether, as the company contended, they had reached the stage of what would have been an equitable assignment had not the parties intended to carry out the matter by a formal assignment. *London Printing and Publishing Alliance Ltd.* v. *Cox* [1891] 3 Ch. 291, did not cover this case. Where there was a conveyance expressing the final, concluded and deliberate terms of the contract, it could not be affected by the antecedent contract (*Milbourne* v. *Lyons* [1914] 2 Ch. 231; *Leggatt* v. *Barratt*, 15 Ch.D. 306). Even looking behind the document of March, 1912, there was nothing previously amounting to an assignment in law or equity. The whole matter rested on the assignment of March, 1912, which, because of the

1911 Act, operated to grant the company the copyright only for twenty-five years from the composer's death.

COUNSEL: *Evershed*, K.C., and *F. E. James*; *Shelley*, K.C., and *Macgillivray*.

SOLICITORS: *Syrett & Sons*; *Field, Roscoe & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

S. & R. Steamships Ltd. *v.* London County Council.

Singleton, J. 12th April, 1938.

NEGLIGENCE—NUISANCE—BRIDGE OWNED BY LOCAL AUTHORITY DAMAGED BY NEGLIGENCE OF AUTHORITY'S SERVANTS — SHIP DETAINED — LIABILITY OF LOCAL AUTHORITY.

Action for damages for detention of a steamer.

A steamer belonging to the plaintiff company, having discharged cargo at a wharf in Deptford Creek, was prevented for several days from departing by reason of the failure of a bridge owned by the defendant council which spanned the mouth of the creek. The bridge consisted of two bascule arms, which were raised to allow vessels to enter or leave the creek. There was a public highway over the bridge. When the arms were being closed the eastern arm fouled a barge which was passing through, and afterwards the arm of the bridge would not return to its proper horizontal position. It was subsequently discovered that the cast iron bedplate of the lifting gear of the arm was broken. As a result, the steamer was imprisoned for a fortnight. It was contended for the plaintiffs, *inter alia*, that they had been prevented from carrying on their business by an obstruction in a public navigable highway; that the defendants were responsible for the maintenance of the bridge; that they must be responsible for the nuisance unless they could show some reason why they should be free from liability; and that the defendants must also be liable for negligence, the case being one of *res ipsa loquitur*. It was contended for the defendants that *Blundy Clark and Co.* v. *L. and N.E. Ry.* [1931] 2 K.B. 334 shows that, if the defendants were liable at all, it would only be because they had been guilty of some negligent act of misfeasance and that mere non-feasance would be insufficient.

SINGLETON, J., said that the defendants were under a duty to allow reasonable facilities for navigating the creek. They maintained a man to open the bridge from time to time and two other men who acted as watchmen. It was proved that, when the bascules were lowered when a barge was passing through, no one troubled to see that all was clear. In his view, that was negligence on the part of the defendants' servants. The bridge was operated by somewhat complicated electrical machinery, and, without looking to see whether something had gone wrong with the machinery, the defendants' servants ran a tramcar on to the bascule to weigh it down into a horizontal position. That was a negligent act. The plaintiffs' claim was based on (*a*) nuisance, (*b*) negligence. He thought that the claim for damages for nuisance must fail on the authority quoted by counsel for the defendants. On the ground of negligence, the action succeeded, and there must be judgment for the plaintiffs for the sum claimed.

COUNSEL: *Sir Robert Aske*, K.C., and *H. L. Holman*, for the plaintiffs; *John Morris*, K.C., and *R. T. Monier-Williams*, for the defendants.

SOLICITORS: *Holman, Fenwick & Willan*; *J. R. Howard Roberts*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Daniel *v.* Rickett, Cockerell & Co., Ltd., and Another.

Hilbery, J. 27th April, 1938.

NEGLIGENCE—HIGHWAY—PAVEMENT—OPENING TO COAL CELLAR—LEFT UNGUARDED DURING DELIVERY OF COAL—LIABILITY OF HOUSEHOLDER AND COAL MERCHANT—APPORTIONMENT OF CONTRIBUTION—LAW REFORM (MARRIED WOMEN AND TORTFEASORS) ACT, 1935 (25 & 26 Geo. 5, c. 30), s. 6 (2).

Action for damages for personal injuries.

The plaintiff, a woman of seventy-eight, was walking along a pavement on a windy and rainy day, with her umbrella raised, when she put her foot through a hole leading to the cellar of a house, fell, and sustained severe injuries. The hole was usually covered by an iron flap which, at the material time, had been lifted and placed on one side by a carman employed by the defendant company, coal merchants, who were delivering coal at the house occupied by the second defendant on his orders. A representative of the second defendant indicated the flap to the carman and told him to deliver the coal into the cellar beneath it. The carman did not erect any barrier to guard the hole, nor, as his lordship found, did he call out any warning to the plaintiff before she fell. She accordingly brought this action for damages against both defendants, and, in third-party proceedings, the defendant company claimed that, in the event of their being held liable to the plaintiff, they were entitled to be indemnified by the second defendant against her claim. Alternatively, they claimed to be entitled to contribution towards any liability attaching to them. They alleged that the cellar plate was removed by their carman in compliance with a request made on behalf of the second defendant, who, on his part, counter-claimed against the company a declaration that he was entitled to an indemnity or to contribution in respect of any liability which might attach to him.

HILBERY, J., said that the plaintiff was on the day in question an ordinary foot passenger using an ordinary footpath in London. She was entitled to expect to find a footpath in its ordinary condition unless she received warning that it had been put into some unusual condition which was dangerous to users of the path in the ordinary way. If the cellar flap was open so as to make a hole in the footpath, it became the duty of the person, who turned the pavement from one of ordinary safety into one along which it was only possible to pass with special precautions, to give fair and sufficient warning of the danger so as to protect foot passengers against it. He (his lordship) did not agree that a foot passenger, merely because a pavement had cellar flaps in it, was under a duty to keep a special look-out lest one of the flaps had been taken up and the hole left open. The plaintiff was accordingly entitled to recover against the defendant company. The second defendant could not escape liability, as *Pickard* v. *Smith* (1861), 10 C.B. (N.S.) 470 showed. His representative had called on the company's carman to do the very thing which created the danger in the highway which caused the accident. As to the third-party proceedings, there was here a tortious act done by the second defendant. He, through the agency of the carman, caused the cellar flap to be removed. It was true that the negligent acts of the company's carman, once the flap was open, were also causes without which the disaster would not have occurred, and, looked at from one point of view, they were the acts and omissions which finally led to the accident. The opening of the flap had created the danger, and that took the case out of the realm of purely vicarious liability on the second defendant. Judgment had not passed against him merely because the company's carman had failed to take reasonable precautions, once the cellar flap was lifted, to safeguard foot passengers lawfully using the pavement. In the second place, counsel for the second defendant relied on s. 6 (2) of the Law Reform (Married Women and Tortfeasors) Act, 1935. He (his lordship) was told that no one had so far decided what was the right interpretation of the words "just and equitable" in sub-s. (2). He thought that the meaning of the section was that he was intended to exercise judicial discretion in doing what he thought was right between the parties, having regard to the particular facts of the case. He had to

apportion the responsibility for the accident. He (his lordship) doubted whether any householder would dream of going out to see that the coal merchant's man took proper precautions to safeguard foot passengers, but the householder was under some duty to see that the necessary precautions were taken. He (his lordship) could not think that the fraction of responsibility resting on the second defendant was anything but a small one. In the circumstances, although the second defendant had no right to an indemnity, he (his lordship) thought that his share of responsibility was rightly fixed at one-tenth, and the liability of the two defendants to the plaintiff must be apportioned accordingly.

COUNSEL: *H. J. Wallington*, K.C., and *F. Wishart*, for the plaintiff; *F. S. Laskey*, for the defendant company; *Quintin Hogg*, for the second defendant.

SOLICITORS: *Sheffield, Powell & Scott Tucker; Withall and Withall; Westbrook & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Obituary.

LORD MACGREGOR MITCHELL, K.C.

Lord Macgregor Mitchell, K.C., Chairman of the Scottish Land Court, died on Monday, 25th April, at the age of sixty-three. He was educated at Perth Academy, St. Andrews University, and Edinburgh University, and practised as a solicitor at Perth for some years before being called to the Scottish Bar in 1914. He was Liberal M.P. for Perth in 1923–24. He took silk in 1924, and in 1934 he became Chairman of the Scottish Land Court. He was editor of the fourth edition of "Macdonald's Criminal Law."

MR. J. C. JACKSON, K.C.

Mr. Joseph Cooksey Jackson, K.C., Recorder of Bolton, of Brick Court, Temple, E.C., died at Bournemouth on Tuesday, 26th April, at the age of fifty-nine. He was educated at the Royal Grammar School, Lancaster, and Clare College, Cambridge, and was called to the Bar by the Middle Temple in 1909, practising on the Northern Circuit. Mr. Jackson took silk in 1924, was appointed Recorder of Bolton in 1925, and became a Bencher of his Inn in 1929. He was Conservative M.P. for the Heywood and Radcliffe division of Lancashire from 1931 to 1935.

MR. W. C. RYDE, K.C.

Mr. Walter Cranley Ryde, K.C., of Mitre Court Buildings, Temple, E.C., died at Hindhead, Surrey, on Wednesday, 27th April, at the age of eighty-one. Mr. Ryde was educated at Westminster School and Christ Church, Oxford, and was called to the Bar by the Inner Temple in 1882. He took silk in 1910. He was the author of "Ryde on Rating," which was published in 1900.

MR. P. BAKER.

Mr. Philip Baker, solicitor, senior partner in the firm of Messrs. Philip Baker & Co., of Birmingham, died at his home at Stratford-on-Avon, on Monday, 25th April, at the age of sixty-seven. Mr. Baker was admitted a solicitor in 1892. He began his career with his father, Mr. John Howard Baker, who was a Birmingham solicitor for many years, and founded the firm of Messrs. Philip Baker & Co.

MR. H. L. HEELIS.

Mr. Hilary Loraine Heelis, B.A. Oxon, solicitor, a partner in the firm of Messrs. Broadbent & Heelis, of Bolton, died on Tuesday, 12th April, at the age of forty. Mr. Heelis was educated at Exeter College, Oxford, and was admitted a solicitor in 1924, joining his grandfather, Mr. T. W. Heelis, in the firm in which he later became a partner. He was Vice-President of the Bolton Incorporated Law Society for this year, and he was hon. secretary of the Bolton branch of the N.S.P.C.C.

Societies.

The Law Society.

EVENING MEETING.

The next evening meeting of members of The Law Society will be held on Thursday, 12th May, at 8 o'clock, in the Society's Hall, Chancery Lane, London.

The subject of town planning has been selected for discussion at the meeting.

Solicitors' Managing Clerks' Association.

HIRE-PURCHASE.

This Association held a meeting in Middle Temple Hall on the 18th March, at which Mr. Justice Hawke took the chair and Mr. HUGH BOILEAU delivered a lecture on hire-purchase.

Mr. Boileau said that the earlier law had frowned upon instalment selling. Under the Factors Act, s. 9, if a person who had agreed to buy goods, and was in possession of them with the consent of the owner, sold or pledged them to an innocent party, that party would receive a good title. The case of *Helby* v. *Mathews* [1893] A.C. 471, had, however, decided that, although the hirer had pledged the goods, the owner nevertheless could recover them from the pawnbroker because the agreement had contained a clause by which the hirer could terminate the hiring at any time; he had therefore not agreed to buy the goods, but was only hiring them with an option to purchase. This case was sometimes called the hire-purchase charter. Hire-purchase transactions were nearly always financed by special companies, as the ordinary retail dealer could not afford to conduct them. They might take one of two forms. Under one system the hirer signed a proposal form addressed to a hire-purchase company asking the company to hire him the goods with an option to purchase. The company then bought the goods from the dealer—the retailer—by paying him the full retail price. The goods thus became the absolute property of the company before the contract with the hirer was made. The hirer paid a deposit to the dealer, but this was only a book-keeping transaction, as the amount was deducted from the payment made by the company to the dealer. Under the second system the hirer entered into a contract with the dealer to hire the goods with the option of purchase, and at the time of payment of each instalment he gave the dealer a promissory note described as collateral security. These notes the dealer discounted with the finance company, receiving the full price for the goods, and the company collected from the hirer the money due on the notes. This system had received the approval of Roche, J.

The solicitor asked to advise on a hire-purchase transaction must look at the transaction as a whole. If he found that the hirer had sold his own goods to a finance company and hired them back again—which frequently happened—great care was necessary, for this might be a money-lending transaction in which the goods were security for a loan, and therefore void by the Bills of Sale Act. If, however, there was a *bona fide* sale by the owner to the hire-purchase company and then a distinct hiring back to the owner, the transaction might be upheld: *Yorkshire Waggon Co.* v. *Maclure*, 21 Ch. D. 309. Another point, about which solicitors were always being asked, was the implication of a "stocking plan." Hire-purchase companies sometimes found it necessary to supply dealers with a large stock of goods to facilitate hire-purchase sales. It was obviously in the contemplation of both parties that the hirer would sell the goods if he got a chance. The courts had always held that if, by the agreement, the finance company supplied the dealer with a quantity of goods for sale, the whole transaction was void. Stocking, however, might be carried out in a legal way—e.g., if the hirer might only sell the goods after he had paid the full price for each of them. This, however, Mr. Boileau had never seen done. The authority for the illegality of the stocking plan was a decision of the House of Lords in the case of *Motor Trader Finance Co.* v. *H.E. Motors*. This was unreported, but was accepted by the courts as a leading authority.

RIGHTS OF THE PARTIES.

In considering the rights of the parties in a legal hire-purchase transaction, the solicitor must always ascertain whether the agreement was a proper hire-purchase agreement or a contract to buy. If it was a contract to buy, the hire-purchase company would not have the security of the goods, because the hirer when he sold them would be able to pass a good title. If the hirer had to pay the full purchase price whatever happened, the agreement would probably be a contract to buy. The law did not regard the agreement alone, but the whole substance of the transaction. The solicitor must therefore look for a *Helby* v. *Mathews* clause—

i.e., one which enabled the hirer to terminate the hiring. This was the test of a proper hire-purchase agreement, and the ownership of the goods would properly remain in the hire-purchase company or the owner.

The owner had the right to recover the goods if the hirer did not pay. Most agreements provided that the hirer would allow the owner to break into his premises to recover them, and this was allowed by law, but only if the goods were on the hirer's premises. A statute of Richard II on forcible entry, still unrepealed, made it a criminal offence to enter "with a strong hand or a multitude of people," and entry must therefore be made gently. The hirer must not enter the land of anyone else, but if the goods were in a stranger's hands he must sue in detinue and conversion.

Mr. Boileau dealt with the position when execution and distress had been levied, and then criticised the Hire Purchase Bill now before Parliament. He described it as an extraordinary piece of legislation due to the desire of Parliament to improve the lot of the poor man and save him from himself instead of persuading him, by education or otherwise, to read the agreements into which he entered. The Bill would, if it became law, lead to much litigation, all in the county court, and would kill a great deal of hire-purchase in smaller articles, such as electrical appliances. It affected all agreements relating to livestock and to goods of a value not greater than £100. It provided that every hire-purchase agreement should be in writing, signed personally by the hirer—to protect a husband from his wife, and *vice versa*. It had also to be signed by the owner, and the hirer must have a copy. It must set out the price at which each of the goods could be bought for cash, and the value of each of the instalments. He had no great complaint against these provisions, but the Bill went on to lay down that the hirer might at any time terminate the hiring, and in that case all he had to pay was one-third of the amount payable under the agreement. The truly amazing provision which the Bill then made was that the hirer might still keep the goods and the owner could only recover them by action in the hirer's county court. Even when the case came before the court, the judge had unlimited power to make an entirely new contract, having regard to the means of the hirer. The Bill provided that the contract should contain the implied term that the goods were reasonably fit for the purpose for which they were supplied, so long as the hirer made known to the owner the purpose for which he wanted them.

The new law would place some companies in a difficult position. They could contract out, but only if they could prove that before the agreement was made the provision for contracting out had been brought to the notice of the hirer and its effect made clear to him. The onus was therefore thrown upon the company to prove both these things. Mr. Boileau's advice to solicitors who were consulted about the new provisions was first to read the Act, which was very short and quite unintelligible.

United Law Society.

The annual general meeting of the United Law Society was held in the Middle Temple Common Room on the 11th April, Mr. S. E. Redfern in the chair. After presentation and adoption of the accounts and reports of various officers for the session, the House elected the officers for the ensuing session. Mr. J. H. Vine Hall was elected Chairman, and Mr. F. R. McQuown, of 4, Temple Gardens, E.C.4, Secretary.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at 60 Carey Street, W.C.2, on Wednesday, 6th April. Mr. F. L. Steward (Wolverhampton) was in the chair and the following directors were present: Sir Norman Hill, Bart., Mr. E. E. Bird, Mr. G. C. Blagden, Mr. P. D. Botterell, C.B.E., Mr. A. J. Cash (Derby), Mr. W. Sefton Clarke (Bristol), Sir E. Cook, C.B.E., Mr. C. H. Culross, Mr. G. C. Daw (Exeter), Mr. W. H. Day (Maidstone), Mr. G. Keith, Mr. E. Stanley Jones (York), Mr. C. W. Lee, Mr. C. G. May, Mr. R. C. Nesbitt, Mr. L. F. Paris (Southampton), Mr. R. B. Pemberton, Mr. W. N. Riley (Brighton), Mr. F. S. Stancliffe (Manchester) and the Secretary. Mr. F. J. Morse was elected a director of the Association. £2,105 was distributed in grants to necessitous cases and twenty-eight new members were elected.

The Union Society of London.

A meeting of the society was held at the Middle Temple Common Room on Wednesday, the 27th April, the President (Mr. D. W. Dobson) being in the chair. Mr. S. R. Lewis proposed the motion: "That this House approves the Budget." Mr. J. P. Winckworth opposed, and Mr. R. W. Orme, Mr. Walter Stewart, Mr. C. R. Hurle-Hobbs, Mr. E. G. R. Moses, Mr. W. R. Starkey and Mr. Kenneth Ingram also spoke. Mr. Lewis replied. Upon division the motion was carried by one vote.

The Gray's Inn Debating Society.

A meeting of the society will be held on Friday, 6th May, when Sir Sydney Barton has kindly consented to read a paper on Abyssinia. There will also be a meeting of the society on Friday, 13th May, to debate with the Cambridge Union, and on Friday, 20th May, to debate with the Inns of Court Labour Debating Society.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 12th April (Chairman, Mr. J. B. Latey), a "balloon debate" was held at which six prominent persons were represented by the following members of the Society: H. J. A. Baxter, M. Foulis, Q. B. Hurst, B. W. Marer, C. A. G. Simkins, E. V. E. White. The following members also spoke: Messrs. G. Roberts, J. R. Campbell Carter, M. G. Batten, W. M. Pleadwell, H. F. MacMaster, J. M. Shaw, H. Schadtler. There were twenty-five members and six visitors present.

At a meeting of the society held at The Law Society's Court Room on Tuesday, 26th April (Chairman, Mr. C. A. G. Simkins), the subject for debate was: "That the case of *Re Topham* [1938] All E.R. 1181, was wrongly decided." Mr. H. F. MacMaster opened in the affirmative, Mr. W. M. Pleadwell opened in the negative; Mr. H. Schadtler seconded in the affirmative, Mr. H. J. Dowding seconded in the negative. The following member also spoke: Mr. M. C. Green. The opener having replied, and the chairman having summed up, the motion was carried by three votes. There were sixteen members present.

Parliamentary News.

Progress of Bills.

House of Commons.

Betting and Bookmakers Bill. Read First Time.	[27th April.
Bradford Extension Bill. Read Third Time.	[26th April.
Brixham Gas and Electricity Bill. Read Third Time.	[26th April.
Clacton Urban District Council Bill. Amendments considered.	[26th April.
Eire (Confirmation of Agreements) Bill. Read First Time.	[27th April.
Fire Brigades Bill. Read First Time.	[27th April.
Irwell Valley Water Board Bill. Amendments considered.	[26th April.
London County Council (General Powers) Bill. Read Second Time.	[26th April.
London County Council (Money) Bill. Read First Time.	[27th April.
London Midland and Scottish Railway Bill. Read Third Time.	[26th April.
Marriages Provisional Order Bill. Read First Time.	[27th April.
Road Haulage Wages Bill. Withdrawn.	[27th April.
Road Haulage Wages (No. 2) Bill. Read First Time.	[27th April.
Romford Gas Bill. Read Third Time.	[26th April.
Swinton and Pendlebury Corporation Bill. Amendments considered.	[26th April.

The directors of the Alliance Assurance Company, Limited, have resolved to declare at the Annual General Court, to be held on the 11th May next, a dividend of 18s. per share (less income tax) out of the profits and accumulations of the company at the close of the year 1937. An interim dividend of 8s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will be payable on and after the 5th July next.

Rules and Orders.

FORMS FOR USE IN DISTRICT REGISTRIES, APPROVED BY THE LORD CHANCELLOR, APRIL 6, 1938, IN ACCORDANCE WITH RULE 33 OF ORDER LXI OF THE RULES OF THE SUPREME COURT.

Whereas in pursuance of Rule 33 of Order LXI of the Rules of the Supreme Court the Masters have, subject to the approval of the Lord Chancellor, prescribed the use in and for the purposes of the District Registries of the Form set out in the Schedule to this Order with such variations as circumstances may require;

Now therefore, I, Frederic Herbert Lord Maugham, Lord High Chancellor of Great Britain, hereby in pursuance of the said Rule approve the use of the said Form in and for the purposes of the District Registries.

Dated the 6th day of April, 1938.

Maugham, C.

Summons for Directions pursuant to Order XXX.

No. 30.

In the High Court of Justice

Division 19 , . No.
District Registry

Between Plaintiff,
and
Defendant.

LET all parties concerned attend the on day the day of 19 , at o'clock in the noon on the hearing of an Application for Directions in this Action as follows:—

1. That the Plaintiff and Defendant do respectively file an Affidavit of Documents [exchange list of documents] within [10] days after notice requiring the same.

or

That the Plaintiff do within days from the date hereof, deliver to the Defendant a list of documents relating to special damage. That there be inspection of documents within days thereafter.

2. That medical reports be agreed between the parties, if possible, and that failing agreement the medical evidence be limited to witnesses on each side.

3. That [photographs and] a plan of the *locus in quo* be agreed, if possible.

4. That by consent, { the right of appeal be excluded; / appeal be limited to the Court of Appeal; / appeal be limited to questions of law only. }

5. Evidence and Other Matters.

6. Trial.
Place:—
Mode:—
Estimated length:— To be set down within days.

7. That the costs of this Application be costs in the Cause.

Liberty to apply.

Dated the day of 19 .

To the Defendant(s) and to { This Summons was taken out / by / of }
Solicitors for the Plaintiff
his (their) Solicitors.

THE JUVENILE COURTS (ASSIGNMENT) RULES, 1938, DATED MARCH 12, 1938, MADE BY THE LORD CHANCELLOR IN PURSUANCE OF SECTION 46 (3) OF THE CHILDREN AND YOUNG PERSONS ACT 1933 (23 & 24 GEO. 5, c. 12). [S.R. & O. 1938, No. 230/L. 4. Price 1d. net.]

Legal Notes and News.

Honours and Appointments.

It is announced by the Colonial Office that His Majesty the King has been pleased to approve the appointment of Mr. ALBAN MUSGRAVE THOMAS, Puisne Judge, Cyprus, to be Judge of the High Court, Nyasaland, on the retirement of Mr. E. T. Johnson.

The King has been pleased to approve of the appointment of The Honourable Mr. Justice JAMES STRATFORD, Chief Justice of the Union of South Africa, to be a member of His Majesty's Most Honourable Privy Council.

Mr. FRANCIS RAYMOND EVERSHED, K.C., has been elected a Bencher of Lincoln's Inn in the place of the late Mr. F. T. Barrington-Ward, K.C.

At his own request Mr. M. P. GRIFFITH-JONES, the Marylebone Magistrate, has been appointed to the Greenwich Police Court as from 2nd May, and will be succeeded at the Marylebone Police Court by Mr. L. R. Dunne, the present magistrate at Greenwich. Mr. Dunne will take up his new duties on 5th May.

Mr. STANLEY TURNER, the present Deputy Coroner, has been appointed Coroner for the Rochdale district of the County Palatine of Lancashire, in succession to Mr. E. N. Molesworth, who retires on 30th April. Mr. Turner was admitted a solicitor in 1908.

Mr. EDWARD S. SAYWELL, Deputy Clerk of the Bognor Regis Urban District Council, has been appointed Deputy Clerk of the Ruislip-Northwood Urban District Council. Mr. Saywell served his articles with Mr. D. A. Nicholl, M.A., LL.M., then Town Clerk of Wandsworth, and was admitted a solicitor in 1933.

Notes.

Mr. W. C. Toll has been presented with a silver tea service and a silver salver on completing sixty years' service with Messrs. Tebbs and Son, solicitors, of Bedford.

In spite of his protest that he was too old at nearly eighty-two years of age, Mr. Martin B. Lawford has been re-elected chairman of Oswestry Rural District Council. Mr. Lawford was admitted a solicitor in 1878.

The accounts of The Guarantee Society, Limited, for 1937 show premiums received of £75,892, against £76,587 in 1936. The credit balance on profit and loss account, after providing for all claims paid and outstanding together with other outgoings, amounts to £21,228, against £22,113 in 1936. A dividend of 17s. 6d. per share, less tax (same), has been declared.

The report of the directors of the British Law Insurance Company, Limited, for 1937 was submitted to the members at the general meeting held on Wednesday, 13th April, 1938. The directors recommended that the sum of £50,000 be paid to the shareholders by way of dividend in proportion to their respective holdings, and that the balance, £24,085 2s. 7d., be carried forward.

A statistical summary (H.M. Stationery Office, price 2d.) which has just been issued by the Chief Registrar of Friendly Societies, shows that during 1937 British building societies lent on mortgage a total of £136,800,163, compared with £140,310,068 in 1936. This is the first decline to be shown for five years. Assets of the movement reached a new high level of £710,053,457, compared with £656,188,098 at the end of 1936. Of the 977 building societies in the country there are forty-four with assets exceeding £3,000,000.

Wills and Bequests.

Mr. Thomas Joyce, retired solicitor, of Washford, Somerset, left £21,013, with net personalty £17,744.

Mr. Michael Forbes Tweedie, solicitor, of Chelsea and of Lincoln's Inn Fields, left £16,729, with net personalty £3,152.

Mr. John Mayer Burrow Turner, solicitor, of Bournemouth, left £30,973, with net personalty £10,924.

Mr. Thomas Whitehead, solicitor, of Brindle Lodge, near Preston, left £180,623, with net personalty £157,519.

Mr. John William Calvert, solicitor, of Leeds, left £67,309, with net personalty £30,721.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

Court Papers.

Supreme Court of Judicature.

Date.		Emergency Rota.	Appeal Court No. 1.	Group II. Mr. Justice Luxmoore. Non-Witness	Mr. Justice Farwell. Witness Part II
		Mr.	Mr.	Mr.	Mr.
May	2	More	Jones	Hicks Beach	*More
,,	3	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,,	4	Andrews	Blaker	Jones	*Andrews
,,	5	Jones	More	Ritchie	*Jones
,,	6	Ritchie	Hicks Beach	Blaker	*Ritchie
,,	7	Blaker	Andrews	More	Blaker

Date.		Group II. Mr. Justice Morton. Witness Part I.	Mr. Justice Bennett. Non-Witness	Group I. Mr. Justice Crossman. Witness Part I.	Mr. Justice Simonds. Witness Part II.
		Mr.	Mr.	Mr.	Mr.
May	2	*Blaker	Ritchie	*Andrews	Jones
,,	3	*More	Blaker	*Jones	Ritchie
,,	4	*Hicks Beach	More	*Ritchie	Blaker
,,	5	Andrews	Hicks Beach	*Blaker	More
,,	6	Jones	Andrews	*More	Hicks Beach
,,	7	Ritchie	Jones	Hicks Beach	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

EASTER SITTINGS, 1938.

COURT OF APPEAL.

APPEAL COURT NO. I.

Tuesday, 26th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and Appeals from the Chancery Division (in Bankruptcy).

Appeals from the King's Bench Division (Revenue Paper Final List) will be commenced on Wednesday, 27th April and will be continued until further notice.

APPEAL COURT NO. II.

Tuesday, 26th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, Appeals from the King's Bench (Final and New Trial) List.

Appeals from the King's Bench (Final and New Trial) List will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP II.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays .Adjourned Summonses.
Thursdays ...Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice MORTON.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays .... Bankruptcy Business.
Tuesdays, Wednesdays, Thursdays, Fridays — The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 9th and 30th May.
Bankruptcy Motions will be taken on Mondays, the 2nd and 23rd May.
A Divisional Court in Bankruptcy will sit on Monday, 16th May.

GROUP I.

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays .Adjourned Summonses.
Thursdays ...Adjourned Summonses. Lancashire Business will be taken on Thursdays, 28th April and 12th and 26th May.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice CROSSMAN.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays — The Witness List. Part I.

Before Mr. Justice SIMONDS.

(The Witness List. Part II.)

Mr. Justice SIMONDS will sit daily for the disposal of the List of longer Witness Actions.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Thursday, 14th April, 1938.

FROM THE CHANCERY DIVISION.

(Final List.)

For Judgment.

Re White dec Skinner v H M Attorney-General

For Hearing.

Lambert v F W Woolworth & Co Ltd.
Same v Same
Finska Angfartyg Aktiebolaget v Baring Bros & Co Ltd
Same v Same
Mintoft v Lesley
British Thomson Houston Co Ltd v Guildford Radio Stores
Re Nicholson's Settlement Molony v Nicholson
Re Same Same v Same
Russian & English Bank v Baring Brothers Co Ltd
Same v Same
In the matter of the Trade Marks Acts 1905-1919 Re Trade Mark No 500671 registered class 42 Shredded Wheat Co Ltd
Re Fraser dec Guardian Assurance Co Ltd v Mobbs
Westminster Bank Ltd v Wilson
Re Insole dec Re Settled Land Act 1925

(In Bankruptcy.)

Re a Debtor (No 975 of 1937) Ex parte the Debtor v the Petitioning Creditor and the Official Receiver
Re a Debtor (No. 159 of 1938) Ex parte the Debtor v the Petitioning Creditor and the Official Receiver
Re a Debtor (No. 58 of 1938) Ex parte the Debtor v the Petitioning Creditors and the Official Receiver
Re Bradshaw G E Ex parte the Bankrupt v the Official Receiver

(Interlocutory List.)

Refuge Assurance Co Ltd v Pearlberg
Swift v Odeon Cinema Holdings Ltd

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Interlocutory List.)

Beattie v E & F Beattie Ltd

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Dutton v Jones & Co (Nottingham) Ltd
Powers v Dutson
Same v Same
Marriott v Powers
Kellen v Powers
Kellen v Powers
Marriott v Powers
Aldersey v Mountford
Same v Same
Green v Ribble Motor Services Ltd
Same v Same
Shepherd v J Hunter & Co (not before 3rd May)
Barnes v Irwell Valley Water Board
Newsome v Darton U D C
Aarons v Raingold
Petros M Nomikos Ltd v Robertson
Caswell v The Powell Duffryn Associated Collieries Ltd
Thomas v Hammersmith Borough Council
Irvin & Johnson (South Africa) Ltd v Unilever Ltd
Same v Same
Owens v Liverpool Corporation
Steward-Nealor v London and Westminster Loan & Discount Co Ltd
Moss Empires Ltd v Olympia (Liverpool) Ltd
Same v Same
Battrick v Hackett
Farrar v W H Dean & Son Ltd
Daniolos v Bunge & Co Ltd
Williams v Daily Mirror Newspapers Ltd
Dunster v Sweet
Murray v McAvoy
The King v Minister of Health
Stancliffe v Borough of Caernarvon
British Industrial Plastics Ltd v Ferguson
In the matter of the payment of a sum of money Re Ernest Rogers Mellor, a Solicitor
Pratt v Cook Son & Co (St Pauls) Ltd
Prestige & Co Ltd v Brettell
McCormick v Bennison
Barlow v Manchester Corporation
Singh v Hammersmith Palais Ltd
Re Arbitration Acts 1889 and 1934 Kawasake Kisen Kabushiki Kaisha v Bantham Steamship Co Ltd
Sharp v Avery
Re Arbitration Acts 1889 and 1934 Welch v Royal Exchange Assurance
Mountain Ltd v J E Cohen & Co Ltd
Jones v Goring
Westminster v Duncombe
Wardman v Villiers
Rule v The Southern Newspapers Ltd
Houghton v Drakes
Same v Same
Barrett v Jarrold & Sons Ltd
Walton v Newcastle & District Electric Lighting Co Ltd
Re Housing Acts 1925–1936 Re Brighton (Everton Place Area) Housing Confirmation Order 1937 E Robins & Son Ltd v Minister of Health
Rule v Buck
Frodsham v T & R Shingler (a firm)
Brierley v Addressograph-Multigraph Ltd
Morris v Spalding Industrial Co-op Society
Ward v Bonsack
Vowles v Armstrong-Siddeley Motors Ltd
Carlton Garage Ltd v Warren
Harvey v Brintons Ltd
Cattell v Bemrose
Dalton v Jean Bowes (Knightsbridge) Ltd
Hanson v The Wearmouth Coal Co Ltd
Plackett v Dimishky
J F Adair & Co Ltd (in liq) v Bernbaum
Re The Mines (Working Facilities and Support) Acts 1923 and 1925 The Consett Iron Co Ltd v Gibson
Horrobin v Bray

(Interlocutory List.)

Walker v Ansley (s.o. until after hearing of action in Chan. Div.)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Same v Same (same)
Trollope v Pearson
Holden v Thornton
Curtis v Lowson

(Revenue Paper—Final List.)

Allen v Trehearne (H M Inspector of Taxes)
McCalmont v Commissioners of Inland Revenue
Commissioners of Inland Revenue v British Salmson Aero Engines Ltd
Dawson v Counsell (H M Inspector of Taxes)

British Salmson Aero Engines Ltd v Commissioners of Inland Revenue
Radio Pictures Ltd v Commissioners of Inland Revenue
Barnes (H M Inspector of Taxes) v Hutchinson
Lever Brothers Ltd v Commissioners of Inland Revenue
Morley (H M Inspector of Taxes) v Messrs Tattersall
The Duo Trust Ltd v Commissioners of Inland Revenue
Odhams Press Ltd v Cook (H M Inspector of Taxes)

(Revenue Paper—Interlocutory List.)

Attorney-General v Prosser

FROM COUNTY COURTS.

Waller v Sturt & Son (a firm)
Burlington Property Co Ltd v Odeon Theatres Ltd
Roberts v Jennings
Bishopsgate Motor Finance Corpn Ltd v Marrison
Parsham (Wycombe) Ltd v Morrison
Smith v Jackson
Simmons & Son Ltd v Wiltshire
F H Bird (Hull) Ltd v Herbert
Le Brasseur Surgical Manufacturing Co Ltd v Plain
Deyong v Cowen
Simons v Winslade
Sefian v Central London Property Trust Ltd
Marris v Hastings
Devonshire Garage (a firm) v Weldon
Roberts v Rees
Middlesex Electrical Co Ltd v T R Wood & Co
Universal Funding Assn Ltd v Brown
South Beds Electrical Finance Ltd v Bryant
Cutts v Barnes
Thomas v William T Wood & Co Ltd
Hirschharn v Evans
Driscoll v Williams
Meads v Honor Bros (a firm)
Cantor v Meadows
Cunyinghame v Chance
Cockburn v Flint House Ltd
Poteliakhoff v Teake
Racecourse Betting Control Board v Mount
Dawson v Halpern
Willard v William Whiteley Ltd
Mitchell v Smith
Bontoft v Burrowes
Talbot v Ayers
Capsey v Tattersalls (a firm)

RE THE WORKMEN'S COMPENSATION ACTS.

Wilkins v Ealing Borough Council
Coffey (an Infant) v Sitwell Park Golf Co
Sims v James Roscoe & Sons Ltd
Ansell v Enfield Highway Co-operative Society Ltd
Crossville Motor Services Ltd v Jones
Lee v Pinkerton
Wooding v Monmouthshire and South Wales Mutual Indemnity Society Ltd
James v Seme
Hawkins v Same
Sir Robert McAlpine & Sons (London) Ltd v Manamon
Glanville v Brighton Marine Palace & Pier Co
Webb v Newport & South Wales Tube Co Ltd
Parmley v Enfield Rolling Mills Ltd
Fletcher v A & V Sainter & Co Ltd
Upton v Edmund Nuttall Sons and Co (Manchester) Ltd

FROM THE ADMIRALTY DIVISION.

(FINAL LIST.)

(*With Nautical Assessors.*)

Re "The Brabant" Owners of ss "Felix Dzerjinsky" v Owners of ss or Vessel "Brabant"

FROM COUNTY COURTS.

(*With Trinity Masters.*)

Re "The Nordborg" Owners of ss "Nordberg" v C P Sherwood & Co
Re "The City of Flint" Owners of ss or Vessel "Peakwood" of Port of London v Owners of ss or Vessel "City of Flint" of Port of Philadelphia

STANDING IN THE "ABATED" LIST.

FROM THE CHANCERY DIVISION.

(FINAL LIST.)

Hanson v Marlow Investment Trust Ltd (s.o.g. lib to restore Jan 11, 1938)

FROM THE KING'S BENCH DIVISION.

(INTERLOCUTORY LIST.)

Southby v Kingshill Trading Co Ltd (s.o.g. Jan. 31, 1938)
Windsor v Chalcraft

ORIGINAL MOTIONS.

Rathbone v Lowe
Rule v Southern Newspapers Ltd
Same v Buck
de Stempel v Dunkels

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP II.—Mr. Justice LUXMOORE, Mr. Justice FARWELL and Mr. Justice MORTON.

GROUP I.—Mr. Justice BENNETT, Mr. Justice CROSSMAN and Mr. Justice SIMONDS.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CROSSMAN and Mr. Justice MORTON.

The Witness List Part II will be taken by Mr. Justice FARWELL and Mr. Justice SIMONDS.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice LUXMOORE.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down to 14*th April*, 1938.

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice LUXMOORE.

For Judgment.

Witness List. Part II.

Roberts Numbering Machine Co (Inc) v Davis

For hearing.

Retained Matter.

Non-Witness List.

Re Sinclair's Life Policy Re Life Assurance Companies (payment into Court) Act, 1896 (pt hd)

Assigned Petitions.

Re W C Chapman Letters Patent Re Patents & Designs Acts 1907-1932
Re J de la Cierva Letters Patent Re Patents & Designs Acts, 1907–1932
Re Hele-Shaw's Letters Patent Re Patents & Designs Acts, 1907–1932 (appointed day June 1)
Re Westinghouse Electric & Manufacturing Co Letters Patent Re Patents & Designs Acts, 1907–1932
Re T L Shepherd's Letters Patent Re Patents & Designs Acts, 1907–1932

Petitions.

Re Wrightson, dec
Re Bostonian Land & Investment Co Ltd Re Companies Act, 1929

Procedure Summonses.

Smart v Barrett (restored) (pt hd)
Teale v Edmonton Stadium Ltd Further Considerations.
Re Hodgman, dec Case v Hoppitt (restored)
Re Cervati dec Turner v Solly

Before Mr. Justice BENNETT.

Retained Matters.

Non-Witness List.

Re Adler's Will Trusts Roberts v Heilbrunn (s.o. generally, liberty to restore)
Re Heilbrunn's Trusts Roberts v Heilbrunn (same)
Re Forster, dec Gellatley v Palmer (same)
Re Rooke, dec Ross v Bryant (same)

Witness List. Part I.

Bradford Third Equitable Benefit Building Society v Marriott (pt hd) (s.o. generally)
Same v Borders (pt hd) (s.o. generally)

Companies Court.

Adjourned Summons.

Re Cleadon Trust Ltd, Remove Liquidator (Application of Robert Creighton) (pt hd)

Motions.

Re Crysede Ltd (pt hd)
In re a Company (pt hd) (fixed April 27)

Chancery Division.

Short Causes.

Whitham v Hunter (pt hd) (fixed April 26)
The Newcombe Estates Co Ltd v Halford

Petitions.

Re John Mellows Real Estate
Haldane v Eckford
Re Atlantic Quebec & Western Railway Co Debenture Bonds

Procedure Summons.

Bischop v Gore Hotel Ltd

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Re Meredith's Trusts Meredith v Clarke
Re Same Same v Same
Governors of Queen Anne's Bounty v Tithe Redemption Commission
Re Faulder, dec Westminster Bank Ltd v Wheeler
Re Harding's Vesting Deed Prideaux-Brune v Prideaux-Brune (fixed May 16)
Re Spitzel, dec Spitzel v Spitzel
Re Morgan, dec Morgan v Morgan
Re Cartwright, dec Cartwright v Smith
Re Williams, dec District Bank Ltd v Williams
Re Lubelsky, dec Hoffman v Lubelsky
Re Lowenthal, dec Salmon v Fulford
Re Lowe, dec Swann v Rockley
Re Sowden, dec Sowden v Sowden
Re Knowling, dec Knowling v Norcock
Re Piccadilly Theatre (1928) Ltd Gates v The Company
Re Arbib, dec Public Trustee v Hassan
Re Likiernik, dec Public Trustee v Likiernik
Re Taylor, dec Russell v Russell
Re Frank F Scott (Liverpool) Ltd Scott v Scott

Re Poor's Charity Charity Commissioners v Favill
Re Butler's Will Trusts Fenton-Jones v Butler
Re Same Same v Same
Re Walker's Charity Charity Commissioners v Briggs
Harrison v Winget Ltd
Re Mortimer, dec Mortimer v Jamison
Re Griffith, dec Lloyds Bank Ltd v Griffith
Re Smith, dec Walker v The Battersea General Hospital
Re Wickett, dec Wickett v Wickett
Re Sargent, dec Hender v Gubbin

Mr. Justice FARWELL and Mr. Justice SIMONDS.

Witness List. Part II.

Before Mr. Justice FARWELL.

At the beginning of the Sittings Mr. Justice FARWELL will take the following :—

Retained Matter.

Non-Witness List.

Re Horlick's Settlement Trusts Colledge v Horlick (pt hd) (fixed April 26)

Witness List. Part II.

The West Monmouthshire Omnibus Board v The Red & White Services Ltd
Heath v Cotton
Fowke v Fowke
Re Wheatley's Settlement Wheatley v Dennis
Dennis v Dennis

Before Mr. Justice SIMONDS.

Retained Matter.

Non-Witness List.

Re Wilson, dec Finch v Wilson (pt hd s.o. to May 10)

At the beginning of the Sittings Mr. Justice SIMONDS will take the following :—

Retained Matter.

NON-WITNESS LIST.

Re Godman, dec Morrell v Batting (pt hd)

WITNESS LIST, PART II.

Graves v Pocket Publications Ltd
Kirby v A B Hemmings Ltd
Infields Ltd v P Rosen & Sons
G Lane & Co Ltd v Cotes
Isaacs v Spokes
Steed v Russell

Mr. Justice FARWELL and Mr. Justice SIMONDS.

WITNESS LIST. PART II.

Madlener v Herbert Wagg & Co Ltd (s.o. for security)
Fox v Duboff (s.o. for amendment)
Radium Utilities Ltd v Humphris (s.o. for security)
Nathan v Walker (s.o. for Attorney-General)
Bailey v R E Bath Travel Service Ltd
Cline v London Express Newspaper Ltd
Ranelagh Club Ltd v Hastings (restored)
Hastings v Behar (restored)
Portman Building Society v Headstone Estates Pinner Ltd
Ball v Burbridge
Boswell v Wicks
Re Nier's Letters Patent Re Patent & Designs Acts, 1907–1932
Re Same
Kaye v English
S Symons & Co Ltd v Symons

Mr. Justice CROSSMAN and Mr. Justice MORTON.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice CROSSMAN.

Retained Matters.

Non-Witness List.

Re Camp's Will Trust Chadfield v Mosedale (pt hd)

Assigned Matter.

Re Guardianship of Infants Acts, 1886–1925 Palmer v Palmer (s.o. to October 21, 1938)

At the beginning of the Sittings Mr. Justice CROSSMAN will take the following :—

Retained Petition.

Re Hessey Settlement Trusts Re Trustee Act, 1925 (restored) (fixed April 26)

Witness List. Part I.

Baker v Burfort
Booth v The Mayor Aldermen & Burgesses of the County Borough of Blackpool
Hedges v Handley Page Ltd
Jarrett v Coote
Moore v Lazarus
Tate v Crewdson

Companies Court.

Petitions.

Britivox Ltd (to wind up—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
Mitcham Creameries Ltd (same—ordered on Oct 15, 1934, to s.o. generally—liberty to apply to restore after action disposed of)
Sun-Ray Studios Ltd (same—ordered on July 15 1935, to s.o. generally)
Arthur W North & Co Ltd (same—ordered on May 10, 1937, to s.o. generally)
Alexander Avon & Co Ltd (same)
Marcus Phillips Ltd (same)
T Scholey & Co Ltd (same)
G Hammett & Co Ltd (same)
W H Pease & Co Ltd (same)
Pearsons (Pontefract) Ltd (same)
Levy & Pepperman Ltd (same)
British Controlled Finance Corporation Ltd (same)
Share & Sons Ltd (same)
Odell (Gowns) Ltd (same)
Della (Gowns) Ltd (same)
Pure Butter Fat Process Co Ltd (same)
Pearl Mansion Properties Ltd (same)
W L M Estates Ltd (same)
E Warwick & Co Ltd (same)
Lumium Ltd (same)
Queen Anne House Ltd (same)
Tudor Laboratories Ltd (same)
Amcolite Ltd (same)
F Stuart Ltd (same)
Kingsway Cinema (Hadleigh) Ltd (same)
Pegram Son & Co Ltd (same)
Anthony Richards Ltd (same)
Sass Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (same—ordered on Dec 8, 1930, to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
English Motor Agencies Ltd (same—ordered on April 1, 1935, to s.o. generally—liberty to apply to restore)
Dickin Brothers Ltd (to confirm reduction of capital)
Scarrs Ltd (same)
Moor Park Ltd (same)
Pyx Granite Co Ltd (same)
Glanmor Foundry Co Ltd (same—ordered on Mar 14, 1938, to s.o. generally—liberty to restore)
Walter Robertson & Son (1927) Ltd (to confirm reduction of capital)
J J Clayton Ltd (same)
Linthorpe-Dinsdale Smelting Co Ltd (same)
Durham Paper Mills Ltd (same)
Bridge Wharf Co Ltd (same)
Suffolk House and Property Co Ltd (same)
Wm Milner & Sons Ltd (same)
English Stockings Ltd (same)
Grimshaw Leather & Co Ltd (same)
Doricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Marcus Phillips Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Selby Bowling Club Ltd (same)
Swindon Central Market Co Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
James Cartland & Son Ltd (to sanction scheme of arrangement and to confirm reduction of capital—ordered on Jan 31, 1938, to s.o. generally)
Charles Hodges & Co Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Crysede Ltd (to sanction issue of shares at a discount—ordered on Mar 7, 1938, to s.o. generally—liberty to apply to restore)
William Asquith Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Warbreck Building Co Ltd (restore name to Register)
British Coal Distillation Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Tanganyika Concessions Ltd (same)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934, to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934, to s.o. generally)
Sunshine Remedies Ltd (ordered on July 29, 1935, to s.o. generally)
Brittains Motors Ltd (ordered on July 8, 1935, to s.o. generally—liberty to apply to restore)
Charles S Mann Ltd (ordered on Jan 17, 1938, to s.o. generally)
London & Provincial Property Society Ltd (St Pauls Building Society v The Company and ors)
National Provincial Film Distributors Ltd (C T Bowring & Co (Insurance) Ltd v The Company and ors)
Same
Same

Adjourned Summonses.

Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
Pictos Ltd (Application of Liquidators — with witnesses — ordered on Mar 29, 1935, to s.o. generally—liberty to apply to restore)
Bottlers and General Engineers Ltd (Application of Harold Cecil Gains—with witnesses—ordered on June 17, 1937, to s.o. generally—liberty to apply to restore)
Omnium Saluti (Proprietary) Ltd (Application of Harvey Winkworth)
Cleadon Trust Ltd (Application of Robert Creighton—ordered on April 12, 1938, to s.o. generally)

Before Mr. Justice MORTON.

At the beginning of the Sittings Mr. Justice MORTON will take the following Cases in Witness List Part I :—

Re Bentley, dec Redard v Williams (not before April 29)
Miller v Amalgamated Engineering Union
Amplaudio Ltd v Snell

Mr. Justice CROSSMAN and Mr. Justice MORTON.

Witness List. Part I.

Emery v Cayley (not before June 2)
A V Mansell & Co Ltd v Harold Wesley Ltd (not before June 21)
Lurie v Lurie
Goodwin v Edwards
Re Len Ltd and Marchants Contract Re Law of Property Act, 1925
Ayres v Reynolds
Boys Trustee v Haynes

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Booth & Anr v Mayor etc of Blackpool
County Council of York (East Riding) v Kingston-upon-Hull City Council
The King v O S Nelthorpe and ors JJ's for the Parts of Lindsey (Exparte Ellis)
Robson and ors v Sykes
Savidge v Brierley
Gape v Williams
Hammond v Crone
Dynes v Green
Ormerod and ors v Green
T Wall & Sons Ltd v Allsop
Royal United Service Institution v Westminster City Council
Colebrook v Hall

The King v Council of the Administrative Council of Essex (Exparte Maldon Joint Hospital Board and ors)
The King v A Perry Esq and anr JJ's for Kent (Exparte Foreman)
The King v W R Howard Esq and anr (Exparte Da Costa)
Davies v Cowperthwaite
London County Council v Cohen
Buckingham v Franklyn
The Mayor etc of Wanstead and Woodford v Solosigns Limited
Haynes v Lear
Same v Turton
The King v Cottenham Rampton & Willingham Drainage Board (Exparte Agricultural Corporation Ltd)
Nokes v Doncaster Amalgamated Collieries Ltd
Tyas v Same
Donoghue v Same
George Hotel (Colchester) Ltd v Ball
Smith Stone & Knight Ltd v Mayor etc of Birmingham
The King v Nottinghamshire County Council (Exparte Hogg)
The King v Same (Exparte Same)
Taylor v Richardson
Cant v Alexander Harley & Son Ltd
Tinn v Cunningham
Meadows v Haggard
Wastie v Lightfoot
The King v Mayor etc of Barnes (Exparte Conlan)
Sinclair v Johnson
LCC v Davis

CIVIL PAPER—For Hearing.

Keete v King and anr (Lucas, 3rd party)
King and anr v Lucas (consolidated)
The Deeping Fen Drainage Board v The County Council of the Parts of Holland
Israel v Koskas and anr
Stavrou and anr v Koskas and anr
Same v Same
Telsen Electric Co Ltd v J J Eastick & Sons
Urban District Council of Wirral v County Borough Council of Wallasey and ors
Mayor etc of Birkenhead v Same and ors
Hawkins v Hudson White & Co
Dupree v Cuff and ors
Lloyd v Jones and ors
Universal Electric Time & Telephone Systems Ltd v Tischendorf
In re a Solicitor
Denny Mott & Dickson Ltd v Lucernans Travaru A/B

APPEALS UNDER THE HOUSING ACTS, 1925–1936.

Adrian Street Compulsory Order, 1935 (Appeal of Watney Combe Reid & Co Ltd)
Nantyglo & Blaina U.D.C. (4 Houses, Palmers Row, Blaina) Confirmation Order, 1936 (Appeal of M A Price)

APPEAL UNDER THE NATIONAL HEALTH INSURANCE ACTS, 1924–1936.

Appeal of Belcher

SPECIAL PAPER.

Seaton v The Rother & Jury's Gut Catchment Board
Swift Steamship Co Ltd v Board of Trade
Kawasaki Kisen Kabushiki Kaisha v Bantham Steamship Co Ltd (Commercial List, April 26)
Same v Same (Same)
Metropolitan Electric Supply Co Ltd v County Valuation Committee for the County of Buckingham
Same v Surrey (North Western) Area Assessment Committee
Owners of the S.S. "Maisol" v Exportless Ltd (Commercial List, May 3)
British Metal Corpn Ltd v Ludlow Brothers (1913) Ltd
Same v Same (Motion)
Wilensko Slaski Towarzystur Drewno v Fenwick & Co (West Hartlepool) Ltd

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACTS, 1935–1936.

Appeal by Stephens and anr (re Otway)
Appeal by Hulme (re Croft)

REVENUE PAPER—Cases Stated.

Richard Hodgson Read and The Commissioners of Inland Revenue
Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart Sir Harry Mallaby-Deeley, Bart, and Commissioners of Inland Revenue
Sir Harry Mallaby-Deeley, Bart, and Commissioners of Inland Revenue Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart
Watson Brothers and W G MacInnes (H.M. Inspector of Taxes)
Augustus J Dutch and The Commissioners of Inland Revenue
William Cooper Hobbs and H G L Hussey (H.M. Inspector of Taxes)
G Scammell & Nephew Limited and H F Rowles (H.M. Inspector of Taxes)
William H Boase and Commissioners of Inland Revenue
Jonathan Charles Cusden and F Eden (H.M. Inspector of Taxes) Sydney Howard Cusden and F Eden (H.M. Inspector of Taxes) Gertrude Maud Cusden and F Eden (H.M. Inspector of Taxes)
Esher Development Co Ltd (in voluntary liquidation) and William Henry Kneen (H.M. Inspector of Taxes)
J E Laycock (H.M. Inspector of Taxes) and Freeman Hardy & Willis Ltd
Sir Alan Garrett Anderson and Commissioners of Inland Revenue
Commissioners of Inland Revenue and The British Mexican Petroleum Company Limited
The Executors of Walter Sherwin Cottingham, dec and Commissioners of Inland Revenue
The Eastern National Omnibus Co Ltd and Commissioners of Inland Revenue

ENGLISH INFORMATIONS.

Attorney-General and Glyn Mills & Co
Attorney-General and E G L Cullum

PETITION.

In the Matter of the Finance Act, 1894, Section 10 and In the Matter of William Henry Barnes, dec

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At the annual meeting of the Central Valuation Committee it was announced that Sir Edward Holland, who has been Chairman of the Committee continuously since 1929, was compelled to resign for reasons of health. Sir James Curtis also intimated that, owing to the pressure of other national work, he would be unable to continue in the office of Vice-Chairman which he has held during the same period. It is understood that both Sir Edward Holland and Sir James Curtis will continue to be members of the Executive Committee. The new Chairman is Sir Howard Button (Middlesex) and the new Vice-Chairman is Mr. G. Trevelyan Lee (Derby). Mr. J. Bond was appointed Treasurer.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th May 1938.

	Div. Months.	Middle Price 27 April 1938.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	110½	3 12 5	3 5 0
Consols 2½%	JAJO	74	3 7 7	—
War Loan 3½% 1952 or after ...	JD	100⅞xd	3 9 5	3 8 6
Funding 4% Loan 1960-90	MN	112½	3 11 1	3 3 11
Funding 3% Loan 1959-69	AO	97¾	3 1 4	3 2 3
Funding 2½% Loan 1952-57	JD	97	2 16 8	2 19 2
Funding 2½% Loan 1956-61	AO	90	2 15 7	3 2 4
Victory 4% Loan Av. life 22 years ...	MS	110¾	3 12 3	3 6 0
Conversion 5% Loan 1944-64 ...	MN	113	4 8 6	2 8 6
Conversion 4½% Loan 1940-44 ...	JJ	106	4 4 11	2 3 1
Conversion 3½% Loan 1961 or after	AO	101½	3 9 0	3 8 1
Conversion 3% Loan 1948-53 ...	MS	101½	2 19 1	2 16 4
Conversion 2½% Loan 1944-49 ...	AO	98¾	2 10 7	2 12 8
Local Loans 3% Stock 1912 or after	JAJO	87	3 9 0	—
Bank Stock	AO	337	3 11 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80½	3 8 4	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	87½	3 8 7	—
India 4½% 1950-55	MN	112½	4 0 0	3 4 6
India 3½% 1931 or after	JAJO	93	3 15 3	—
India 3% 1948 or after	JAJO	79½	3 15 6	—
Sudan 4½% 1939-73 Av. life 27 years	FA	109½	4 2 2	3 18 5
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	105½	4 5 4	2 15 11
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	92	2 14 4	3 1 9
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 12 1
Australia (Commonw'th) 3% 1955-58	AO	89	3 7 5	3 15 11
*Canada 4% 1953-58	MS	108	3 14 1	3 6 2
*Natal 3% 1929-49	JJ	101	2 19 5	—
New South Wales 3½% 1930-50 ...	JJ	97	3 12 2	3 16 4
New Zealand 3% 1945	AO	94	3 3 10	4 0 0
Nigeria 4% 1963	AO	107	3 14 9	3 11 6
Queensland 3½% 1950-70	JJ	97	3 12 2	3 13 2
*South Africa 3½% 1953-73	JD	103	3 8 0	3 4 10
Victoria 3½% 1929-49	AO	97	3 12 2	3 16 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	86½	3 9 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 6 6
*Essex County 3½% 1952-72 ...	JD	103	3 8 0	3 4 10
Leeds 3% 1927 or after	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86	3 9 9	—
Manchester 3% 1941 or after ...	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	97	2 11 7	2 16 5
Metropolitan Water Board 3% "A" 1963-2003	AO	87½	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003 ...	MS	89	3 7 5	3 8 5
Do. do. 3% "E" 1953-73 ...	JJ	96½	3 2 2	3 3 4
*Middlesex County Council 4% 1952-72	MN	106	3 15 6	3 9 7
* Do. do. 4½% 1950-70	MN	111½	4 0 9	3 7 9
Nottingham 3% Irredeemable ...	MN	86	3 9 9	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	110	3 12 9	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	129½	3 17 3	—
Gt. Western Rly. 5% Rent Charge ...	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference ...	MA	117½	4 5 1	—
Southern Rly. 4% Debenture ...	JJ	108½	3 13 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	108½	3 13 9	3 9 5
Southern Rly. 5% Guaranteed ...	MA	126½	3 19 1	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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